

ONEUNITED ONLINE BANKING WITH BILL PAYMENT AGREEMENT AND DISCLOSURE

This OneUnited OnLine Banking with Bill Payment Agreement and Disclosure ("Agreement") governs the use of online banking or internet banking and online bill payment, FinanceWorks, Purchase Rewards, or web bill pay ("Services") offered by OneUnited Bank ("Bank"). These Services permit OneUnited Bank customers (individual consumers and Sole Proprietors) to perform a number of banking and bill payment transactions on accounts linked to the Services through the use of a personal computer. This Agreement describes your rights and obligations as a user and the rights and obligations of OneUnited Bank. Please read this Agreement carefully. By requesting and using one of these Services, or authorizing others to use them, you are accepting the terms and conditions of this entire Agreement.

Your use of these Services may be affected by other agreements between you and OneUnited Bank on your deposit, loan, or other bank accounts. Accessing an account through these Services, does not change the agreements you currently have with us for that account. For example, when you use online banking to access your OneUnited Bank checking account, you do so under the terms and conditions you agreed to in the OneUnited Bank Personal Deposit Account Agreement and in the Truth In Savings or Business Disclosures. Please review those agreements for applicable fees, for limitations on the number or type of transactions, and other restrictions that may impact your use of an account with these Services.

By executing this Agreement, you acknowledge that this Agreement also serves as a Bank disclosure that will be provided to you exclusively online, and that you consent to the use of this electronic record as required by The Electronic Signatures in Global and National Commerce Act ("E-Sign Act"). Your consent only applies to this Agreement, and may be revoked by terminating your participation in these Services, or by withdrawing your consent to this electronic disclosure and demanding a non-electronic copy of this Agreement by calling the Bank toll free at 1-877-663-8648, or by writing to the following address: OneUnited Bank, Customer Support, 3683 Crenshaw Blvd., Los Angeles, CA 90016. There is no charge for receiving a non-electronic copy of these Disclosures. By using the Services described in this Agreement, you demonstrate the ability to access information in the electronic form used to provide this information.

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized User" refers to the Primary Account Owner or Secondary Account Owner;
2. "Bill Pay Service" means the Bill Payment Service offered by OneUnited Bank through CheckFree Services Corporation;
3. "Bill Pay Service Fee" or "Web Bill Pay Service Fee" is the amount charged for the Bill Payment service;
4. "Bill Pay" or "Bill Payment" or "Web Bill Pay" is the online service that enables you to schedule bill payments from your designated checking account using a personal computer;
5. "Bill Payment Account" is the checking account from which bill payments will be withdrawn;
6. "Deposit Internet Transfer" or "Transfer" is a deposit or payment directed by an Authorized User to a OneUnited Bank account or loan using OneUnited Online Banking;
7. "Effective Date" refers to the date that you accept the terms and conditions of this Agreement, and begin using OneUnited OnLine;
8. "Headquartered" means the city of incorporation for OneUnited Bank;

9. "Insufficient Funds Charge" or "NSF fee" is a fee that may be charged when you schedule a payment or transfer funds, and your balance is not sufficient to process the transaction on the date scheduled;
10. "ISP" refers to your Internet Service Provider;
11. "Non-public Personal Information" is nonpublic information about you that the Bank obtains in connection with providing OneUnited OnLine Banking (for example, information regarding your account balance, payment history, and overdraft protection);
12. "OneUnited OnLine" or "Online Banking" means the online banking service offered by OneUnited Bank that allows transactions between OneUnited Bank accounts.
13. "Online Account" means the OneUnited Bank account from which you will conduct transactions using OneUnited OnLine;
14. "Online Payment" is a payment directed by an Authorized User from a Bill Payment Account using the Bill Payment service;
15. "Password" is the confidential customer code selected by you for use during the initial sign-on, to OneUnited or the confidential codes you select after the initial sign-on, that establishes your connection to the Service;
16. "Payee" is the person or entity to whom you wish a bill payment to be sent, or is the person or entity from which you receive electronic bills;
17. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
18. "Primary Account Owner" is the customer whose Social Security Number or tax identification number was used to open the OneUnited Bank account;
19. "Research Fee" is an hourly charge that may be assessed to you when the Bank has to investigate an inquiry about a OneUnited OnLine transaction;
20. "Secondary Account Owner" refers to any Non Tax Owners of a OneUnited Bank account;
21. "Sole Proprietor" is a person who owns and operates a business in her or his individual capacity;
22. "Third Party" is a person, organization, or legal entity that may be affected, either incidentally, purposefully, or consequentially, by any legal transaction described in this Agreement, other than you, any named authorized signers, the Bank, or any of the Bank's agents, owners, or successors in interest;
23. "Time of day" references are to Eastern Standard Time (EST) unless otherwise specified;
24. "User ID" is the customer identification code selected by you for your connection to OneUnited OnLine;
25. "We", "us", or "Bank" refers to OneUnited Bank, which offers OneUnited OnLine and which holds the OneUnited Bank accounts accessed by OneUnited OnLine;
26. "Withdrawal Internet Transfer" or "Transfer" is a withdrawal directed by an Authorized User from a OneUnited Bank account using the Online Banking service; and
27. "You" or "your" refers to an Authorized User.

II. Access to Services

- A. OneUnited Bank will provide online instructions on how to use OneUnited OnLine and Bill Payment. You can access your Online Accounts by using your Internet-enabled PC, your Password and your User ID. You may access your Online Accounts twenty-four (24) hours a day, 365 days a year. Occasionally, OneUnited OnLine may be suspended for brief periods of time for maintenance, updating and revising the software. You are responsible for installation, maintenance

and operation of your PC and any losses or delays caused by your PC. The Bank is not responsible for any error or failures caused by any malfunction of your PC, any computer virus or related problems that may be associated with the use of OneUnited OnLine or your PC. You are responsible for all telephone charges incurred in connecting to OneUnited OnLine and any charges by your Internet Service Provider (“ISP”) and any losses or delays caused by your ISP.

- B. To access and retain your records, your computer system must meet the following requirements: 1) an IBM- or Macintosh-compatible computer; 2) internet access; 3) an internet browser. For PC’s using Windows NT, 2000, ME, XP: Microsoft Internet Explorer 5.5 or higher; Microsoft Internet Explorer with America Online 7.0 or higher; or Netscape 6.2 and higher. For Macintoshes OS10: Microsoft Internet Explorer with America Online 9.0 or higher, or Safari (all versions) Note: OS9 is not supported.
- C. For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 11:00 PM EST on business days, and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 AM EST.
- D. To update personal information, please visit one of our branches, send a written notice to OneUnited Bank, 3683 Crenshaw Blvd., Los Angeles, CA 90016, Attention: Customer Support, contact us by clicking here (<https://www.oneunited.com/CustomerSupport/ContactUs.asp>).

III. Banking Transactions with Online Banking

- A. Account Access. You must be the Primary Account Owner or Secondary Account Owner to set up an Online Account. You may access up to ten (10) Bank accounts online. One of these accounts must be a checking or savings account. You can exclude accounts from being enrolled in Online Banking.

Please note: We will enroll your checking account first, followed by other accounts, unless you do not hold a checking account. For customers with savings accounts only, please read the Transfer of Funds carefully below for details on regulatory limitations.

Please note: If you open additional OneUnited Bank accounts after enrolling in OneUnited OnLine, you will need to visit one of our branches or contact the OneUnited Bank customer service center toll free at 1 (877) One-United or 1 (877) 663-8648 to add the accounts to online banking. California residents may also contact us at (323) 290-4848.

- B. Transfer of Funds. In addition to viewing account information, you may use OneUnited OnLine to conduct a Deposit Internet Transfer or Withdrawal Internet Transfer or transfer of funds between OneUnited Bank accounts. You may make one-time Transfers or schedule future or recurring Transfers, such as Transfers to make loan payments.

To transfer funds between your OneUnited Bank account and an account at another financial institution, you may enroll in our free External Transfer service, after you have enrolled in OneUnited OnLine. Simply click on Transfers and then External Transfers from the online banking home screen.

Please note: If there are not sufficient funds in the account, we cannot complete the Transfer. However, your instructions for future recurring Transfers will not be impacted. You may transfer funds among your checking accounts, savings accounts, and money market accounts or to make a loan payment.

Please note: We reserve the right to limit or refuse Transfers to delinquent or impaired loans or Transfers to pre-pay loan balances.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Withdrawal Internet Transfers), the following limitations apply:

- *Savings and money market account.* You can make no more than six (6) transfers and withdrawals per monthly statement period or statement cycle of at least four (4) weeks by preauthorized or automatic transfer or by telephone or Online Banking. *Please consult the OneUnited Bank Personal Deposit Account Agreement for more details regarding federal regulations to limit the number of preauthorized, automatic, telephone, and computerized transfers and withdrawals from savings and money market accounts.*
 - The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have enough available funds, you may incur an insufficient funds fee. Please refer to the OneUnited Bank Personal Deposit Account Agreement for more details.
- C. **Transfer Cut Off Times.** Deposit Internet Transfers or Withdrawal Internet Transfers you submit from or to a deposit account (checking, savings, or money market accounts) or to a loan account are immediately reflected in your current balance for that account, however funds will **not** be available until **processed**. Deposit Internet Transfers or Withdrawal Internet Transfers entered before the cut-off time of 11:00 PM EST on a bank business day are **processed** on that bank business day. Deposit Internet Transfers or Withdrawal Internet Transfers entered after the cut-off time or on a non-bank business day are **processed** on the next business day. All Withdrawal Internet Transfers or Deposit Internet Transfers from or to a deposit account entered before 11:00 PM EST are reflected on your statement with the calendar day they were submitted.
- D. **Limitations on Dollar Amounts for Deposit Internet Transfers or Withdrawal Internet Transfers between OneUnited Bank accounts.** One-time or recurring Transfers between OneUnited Bank accounts can be for any amount if sufficient funds are available in your account.
- E. **New Services.** New services may be introduced for Online Banking from time to time. The 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.

IV. Bill Payment Services

- A. **Description of Services.** Bill Payment Services, which allow you to make Online Payments from your designated Bill Payment Account to businesses and individuals, is provided by OneUnited Bank through CheckFree Services Corporation. You must be the Primary or Secondary Account Owner and be enrolled in Online Banking to set up the Bill Payment Service. Your Bill Payment Account must be a OneUnited Bank checking account. Additional terms and conditions of the Bill Payment Services are provided in a separate agreement offered by CheckFree Corporation. OneUnited Bank adheres to the Bill Payment Service terms, except for our more stringent terms for Electronic Funds Transfer. See Section XII Electronic Funds Transfer for Consumers below. You must review and accept the terms of this Agreement and the Bill Payment Agreement before you can enroll in Bill Payment Services.
- B. **Limitations and Dollar Amounts for Third Party Online Payments.** One-time and recurring Online Payments from OneUnited Bank accounts to a Payee must be payable in U.S. dollars and can be for any amount between \$0.01 and \$20,000.00.
- C. **Multiple Person Bill Payment Accounts.** If more than one (1) person has access to an Online Account that is eligible for Bill Payment (i.e. a checking account), each person may individually enroll in the Bill Payment service. Each enrolled person needs a unique password, but may choose to use the same Payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled. In addition, each enrolled person may terminate the entire Bill Payment service, which will terminate the Service for all enrolled persons on that Bill Payment account.
- D. **Bank's Liability.** If there are insufficient funds in your Bill Payment Account to make an Online Payment on the scheduled date, the Bill Payment Service will automatically suspend future Bill

Payment service until the account has sufficient funds to make the Online Payment. The Bank will attempt to notify you by email or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete an Online Payment due to insufficient funds in your account to process an Online Payment. In all cases, you are responsible to make alternate arrangements for the payment or rescheduling the Online Payment through the Service. In the case of scheduled Online Payments, only the Online Payment currently scheduled will be impacted. Online Payments scheduled for future dates will not be affected.

V. Schedule of Fees

OneUnited Bank offers the convenience of online banking or internet banking and online bill payment or web bill pay free to its customers. A charge of \$7.50 will be applied for each bill payment returned due to non-sufficient or uncollected funds. This charge may be in addition to any other fees or charges relayed in the OneUnited Bank Truth In Savings and Business Account Disclosures. This \$7.50 charge, called BILL PAY SERVICE 1STNSF, is charged by Check Free each time a bill payment is returned.

Other Charges

Although the Bill Payment service is free, there may be other fees and charges that apply to your OneUnited Bank accounts. Please consult the OneUnited Bank Personal Deposit Account Agreement and Truth In Savings and Business Account Disclosures for more details on charges including, but not limited to:

- Membership fees.
- Online Payments or Transfers made through OneUnited OnLine services from a savings or money market account may result in Excess Transaction fees.
- Additionally, fees may be assessed for miscellaneous services, such as stop payment requests or per debit fees.
- An insufficient funds charge (NSF) may also apply if you schedule Online Payments or Transfers and your available balance is not sufficient to process the transaction on the date scheduled.
- We may charge you a research fee of \$25.00 per hour for an inquiry about a OneUnited OnLine transaction. This fee will be waived if we determine that a bank-originated error occurred.

VI. Statements

You will continue to receive your regular checking, savings or money market account statement either monthly or quarterly, depending on the type of account. We do not provide statements for Certificate of Deposits. Statements will also reflect Bill Payment transactions.

VII. Use of Your Security Password

You are responsible for keeping your Password, User ID, and Online Account information confidential. OneUnited Bank will never call, write, or send an email requesting your Password or User ID. If you receive a call, letter, or email purporting to be from OneUnited Bank requesting your Online Account information, **please report this fraudulent activity to us immediately**. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your Online Account information, Password, or User ID to anyone;
- Do not leave your PC unattended while you are in the OneUnited Bank's Online Banking website;
- Remember to always log off your session when transactions are completed and close your Internet browser;

- Never leave your Online Account information within range of others;
- Do not write down your Passwords or User ID's; and
 - Do not send privileged Online Account information (account number, Password, etc.) through any public or general email system. If you believe that your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call Customer Support immediately at 1-877-663-8648. California residents may also contact us at (323) 290-4848.

Telephoning the Bank is the best way of minimizing your losses and liability. (See Section XII below.)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the website to change your Password.

VIII. Electronic Mail (Email)

You should **not** rely on email if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that has been processed. Please call us for these situations.

Do not send or ask for sensitive information, such as your Password, account information, etc., via any general or public email system. If you wish to Contact Us, please use the secure electronic forms available on www.oneunited.com or call Customer Support at 1-877-663-8648. California residents may also contact us at (323) 290-4848.

IX. Linked Accounts

All OneUnited Bank accounts that you enroll in a Service will be linked by the tax identification numbers of the persons authorized to access the account. (Please note: You do not have to enroll all of your OneUnited Bank accounts in a Service. You can exclude accounts from being viewed online by you.) The linked accounts that are enrolled in a Service will appear together without regard to the ownership of the accounts. For example, if an Authorized User of a linked account accesses the Service, that Authorized User will be able to view and access at a single time the following enrolled accounts:

- the accounts of the business (Sole Proprietor) for which that person is an authorized signer;
- the accounts of any other business (Sole Proprietor) for which that person is an authorized signer; and
- any consumer accounts for which the person is a co-owner or authorized signer.

X. Business Accounts (except for Sole Proprietors)

- OneUnited OnLine is not available to non Sole Proprietor businesses. If you are a non Sole Proprietor business, please explore our online cash management services by visiting www.oneunited.com.

XI. Term and Termination

- A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We reserve the right to immediately terminate your electronic banking privileges (including the Bill Payment service) without notice to you under any of the following circumstances:
 1. failure to pay fees due under this Agreement;
 2. you do not comply with the agreement governing your OneUnited Bank deposit or loan accounts;
 3. your OneUnited Bank accounts are not maintained in good standing;
 4. we suspect fraudulent activity; or

5. for any reason deemed by OneUnited Bank.

We will promptly notify you by email and mail if we terminate this Agreement or your use of the OneUnited OnLine Banking and Bill Payment Service.

C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By calling us toll free at 1-877-663-8648 (California residents may also contact us at (323) 290-4848)
; or
- By writing a letter and sending it to the following address: OneUnited Bank, Customer Support, 3683 Crenshaw Blvd., Los Angeles, CA 90016

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180-day period. If your account is converted to inactive status, you must re-register as a new Authorized User to the Service.

XII. Electronic Funds Transfer Provisions For Consumers

A. Applicability. These provisions are only applicable to online electronic fund transfers (including Deposit Internet Transfers and Withdrawal Internet Transfers) which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E, shall have the same meaning when used in this section.

B. Your Liability. You will be liable for unauthorized electronic payments or telephone transfers from your deposit account to the extent allowed by applicable federal and state law and this Agreement. Please consult the OneUnited Bank Personal Deposit Account Agreement for more details. Tell us AT ONCE if you believe your User ID or Password ("access code") have been lost, stolen, or used without your permission. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. Massachusetts residents can lose no more than \$50.00 if you fail to give notice of a lost or stolen access code and someone uses it without your permission.
2. Florida and California residents could lose all the money in your account. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFT that occur before notification, whichever is less.
 - If you fail to notify the Bank within two (2) business days after your Password was lost or stolen, and we can prove we could have stopped someone from using it without your permission if you had told us, you can lose as much as \$500.00.
 - Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking money if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.
3. If the report is made orally, we will require that you send the complaint or question in writing within ten (10) business days of the oral report. We will notify you with the results of the investigation within ten (10) business days, and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or

question. If this occurs, we will provisionally credit your account within ten (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 not received in writing within ten (10) business days, we may not credit your account until the investigation is completed. If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete. Additionally, if at the end of our investigation it is determined no error occurred, any provisional credit previously given will be reversed. You may request copies of the documents used in the investigation.

4. If you report an error involving a new account, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or questions. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.
5. You may notify the Bank by telephone or in writing to the address below. Electronic mail (email) notification of unauthorized transaction will not be accepted by OneUnited Bank.

B. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, please call 1-877-663-8648 or write us at: OneUnited Bank, Customer Support, 3683 Crenshaw Blvd., Los Angeles, CA 90016. California residents may also contact us at (323) 290-4848.

We must hear from you at the telephone number or address listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:

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

XIII. Liability

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We agree to make reasonable efforts to ensure the full performance of OneUnited OnLine and Bill Payment Service. We will be responsible for acting only on those instructions, which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of communications by you or us. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of OneUnited OnLine or Bill Payment Services. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONEUNITED ONLINE OR BILL PAYMENT SERVICES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment, or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.

3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy or applicable law.
 4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer or payment.
 5. If your transfer authorization terminates by operation of law.
 6. If you believe someone has accessed your accounts without your permission, and you fail to notify the Bank immediately.
 7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
 8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
 9. If 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.
 10. If you do not authorize a bill payment soon enough for your payment to be made and properly credited to the payee by the time it is due
 11. If we make a timely bill payment by the payee nevertheless does not credit your payment promptly after receipt.
- C. Indemnification. You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees, and agents harmless against any third party claim, demand, suit, action, or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- D. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), or by an internet access provider, or by an internet service provider, nor will we be liable for any direct, indirect, special, or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

XIV. General Terms and Conditions

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of any agreements applicable to each of your Online Accounts (such as the OneUnited Bank Personal Deposit Account Agreement and other agreements applicable to your deposit or loan accounts). Your use of the Online Banking Service or the Bill Payment service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures, 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 contained in this Agreement. We will automatically deduct any applicable fees from your account each month.
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via email and regular mail. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. 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.
- C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all assets of the business to which this Agreement is related, without the other party's prior written consent.

D. Notices. Unless otherwise required or restricted by the E-Sign Act or other applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

E. Disclosure of Information. Protecting the privacy of our customers is very important to us. We only disclose Non-public Personal Information to the extent permitted by law, and only under very limited circumstances. For example, we may disclose Non-public Personal Information about you to third parties to assist us in servicing your account(s) with us, to government entities in response to subpoenas, and to credit bureaus. Additionally, we have the right to report information about your account, or any services provided to you, to any consumer reporting agency or to anyone you give our name to as a reference.

For more information about Privacy and Security, you can review our Privacy Policy on our website at www.oneunited.com, or consult the OneUnited Bank Personal Deposit Account Agreement.

F. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts and the laws of the state in which the branch that holds the checking or savings account linked to the Services is located unless otherwise stated, and applicable federal law.

FinanceWorks & Purchase Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Purchase Rewards Offers, the terms "Service" and "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Purchase Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service and Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Purchase Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if

any, under your account for the Service, Purchase Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after

such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Purchase Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

PURCHASE REWARDS OFFERS. If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.

- The rewards information that we provide to you, which is provided “as is” and “as available”.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.