

# ONEUNITED ONLINE BANKING WITH BILL PAYMENT AGREEMENT AND DISCLOSURE

June 2023

This agreement and disclosure ("Agreement") governs the access and usage of online banking, mobile banking, and any services available that are offered through OneUnited OnLine (or "Online Banking") or our Mobile Banking App (or "Mobile Banking").

Terms or instructions that appear on a screen when enrolling, registering, activating, accessing, or using our services are also considered a part of this agreement. Services accessed online may include Bill Pay, Funds Transfer and OneUnited Money Moves, Purchase Rewards, Mobile Deposit, Card Swap, Money Management, and My Turbo Tax, ("Services") offered by OneUnited Bank ("Bank"). Transactions available may include obtaining balance information, viewing transaction history, and other information. These Services permit OneUnited Bank customers to access accounts and perform a number of authorized transactions on eligible accounts linked to the Services.

This Agreement describes your obligations as a user and the rights and obligations of OneUnited Bank. This Agreement is in addition to, and shall be supplemented from time to time by, additional agreements governing specific services offered to customers while accessing our online services.

Please read this Agreement and any such supplemental service agreements carefully. By requesting and using such services, or authorizing others to use them, you are accepting the terms and conditions of this OnLine Banking Agreement and any such supplemental agreements associated with the Services.

By accessing or using the Services in any manner, you (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT (B) You affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). Your use of these Services may be affected by other agreements between you and OneUnited Bank on your deposit or loan account. Accessing an account through these Services, does not change the agreements you currently have with us for that account. For example, when you access your OneUnited Bank checking account, you do so under the terms and conditions you agreed to in the OneUnited Bank Deposit Account Agreement, the Truth In Savings Disclosure, Online Truth in Savings Disclosure or Business Account Disclosure. You can access disclosures at [www.oneunited.com/disclosures](http://www.oneunited.com/disclosures) or contacting us at 877-663-8648.

By accepting this Agreement, you acknowledge that this is being 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 any other terms and conditions presented when using the Services. 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

"We", "us", "our", and "Bank" refers to OneUnited Bank, which offers OneUnited OnLine (or "Online Banking") and OneUnited Bank Mobile Banking (or "Mobile Banking"). "You" or "your" refers to each owner of an eligible account or an Authorized User of online services.

The following definitions apply in this Agreement:

1. "Authorized User" refers to each owner of a consumer account or anyone designated as a representative payee of an owner of a consumer account. The authorized user of an organization or business entity may be one or two of the Authorized Signers on the organization account;
2. "Sub User" refers to a person that is granted access to certain online banking functions by the Authorized User;
3. "Authorized Signer" refers to the individuals with the authority to take action, make decisions, and transact business on the related account.
4. "Business Day" is every Monday through Friday, excluding Federal Banking holidays.
5. "Deposit Internet Transfer" is a deposit or payment directed by an Authorized User or a Sub User to a deposit account or loan;
6. "Withdrawal Internet Transfer" is an internal withdrawal directed by an Authorized User or Sub User from a deposit account using online services;
7. "External Transfer" means a transfer funds between your OneUnited Bank account and an account at another financial institution;
8. "Primary Account Owner" is the customer whose Social Security Number or tax identification number was used to open the OneUnited Bank account;
9. "Time of day" references are to Eastern Standard Time (EST) unless otherwise specified;
10. "User ID" is the customer identification code selected by you for your connection to OneUnited OnLine;
11. "Mobile Device" is a cell phone, smart phone tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify for access to services.

## II. ACCESS TO SERVICES

- A. We will provide access to your eligible accounts upon fulfillment of our security requirements and procedures including successful entry of online credentials (e.g. your self-selected Password and User ID). You and each Sub User agrees to keep your online credentials confidential. Access to services is (24) hours a day. Occasionally, the Bank may suspend access to the Services for maintenance or security reasons. The Bank is not responsible for any error or failures caused by any malfunction of your access device or internet service provider when accessing the Services. You are responsible for all data, internet, telephone or other third-party charges incurred in connecting to and using the Services.
- B. To access your account and the Services with the best service experience use the most up to date versions of the approved browsers listed below. Your browser will need both JavaScript and cookies enabled to access and operate within the site.

- Microsoft Internet Explorer 11
- Mozilla Firefox
- Google Chrome
- Apple Safari
- Microsoft Edge

If you are not using one of the supported browsers listed above, you may encounter access issues. We recommend switching to one of the supported browsers listed above in order to ensure you have an optimal Online Banking experience.

- C. All transactions which are requested on Saturdays, Sundays, or holidays which are not business days, the transaction or request will be processed on the Bank's next business day.
- D. The Service does allow you to update certain personal information, such as an address or phone number. If you have a need to update any other personal information, you can use OneUnited OnLine,

send a written notice to OneUnited Bank, 3683 Crenshaw Blvd., Los Angeles, CA 90016, Attention: Customer Support, or visit one of our branches.

### III. CONDUCTING TRANSACTIONS

- A. **Account Access.** You must be an account owner or Authorized Signer to register for the Services. You may access up to ten (10) Bank accounts online. You can exclude accounts from being enrolled in Online Banking. For customers with savings accounts only, please read the section on Transfer of Funds carefully below for details on regulatory limitations.
- B. **Transfer of Funds.** In addition to viewing account information, you may conduct a Deposit Internet Transfer or Withdrawal Internet Transfer (a transfer of funds between OneUnited Bank accounts) You may make a one-time transfer, a recurring transfer, or schedule a future transfer. These transfers are exclusive to OneUnited Bank accounts for deposits or loan payments. Please note: We reserve the right to limit or refuse payment transfers to delinquent or impaired loans or transfers to pre-pay loan balances.

To transfer funds between your OneUnited Bank account and an account you own at another financial institution, use the External Transfer Service. Simply click on Transfers and then External Transfers. Sub Users cannot complete External Transfers. Please note: If there are not sufficient available funds in your OneUnited Bank account, we cannot complete the Transfer. However, your instructions for future recurring Transfers will not be impacted. 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. A charge per debit and excess transaction fees apply when you exceed six withdrawals per month. Please consult the OneUnited Bank Truth in Savings Disclosure for Limitations on Transactions at our website ([www.oneunited.com/disclosures](http://www.oneunited.com/disclosures)) for more details regarding federal regulations to limit the number of preauthorized, automatic, telephone, and computerized transfers and withdrawals.
  - The completion of any internal or external transfer is subject to the availability of sufficient available funds at the time of final processing. If you do not have enough available funds, you may incur an insufficient funds charge or uncollected fund charge as disclosed in the Truth In Savings Disclosure, Online Truth in Savings Disclosure or Business Account Disclosure. Please refer to the OneUnited Bank Deposit Account Agreement for more details ([www.oneunited.com/disclosures](http://www.oneunited.com/disclosures)).
- C. **Transfer Cut Off Times.** Deposit Internet Transfers or Withdrawal Internet Transfers you submit are immediately reflected in your current balance for that account, however **funds will not be available until final processing.** 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.
- 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.
- E. **Location and Push Notification Services:** If you opt in to using Location and/or Push Notification services with our mobile banking app, we collect and track location, a random unique user number, product interaction, use of our mobile app and your first name to provide information such as the nearest location of branches and ATMs and to support relevant alerts and advertising even when the app is closed or not in use.

- F. **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 terms and conditions that will be made available to you concerning these services.

#### IV. TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICES

- A. **Description of Services.** Bill Pay (or “Bill Payment Services” or Bill Pay Services”) allows you to make payments from your designated OneUnited Bank checking account to businesses and individuals. The Service is provided through CheckFree Services Corporation. You must be an Authorized User or Sub User and be enrolled in the Bill Pay Service to issue payments. You must review and accept the terms and conditions of this Agreement before you can enroll in Bill Payment Services.
- B. **Payment Scheduling.** The Bill Pay Service will not permit you to select a scheduled payment date that is less than four (4) business days from the current date. Transactions begin processing four (4) business days prior to your scheduled payment date. If the desired payment delivery date is on a non-business day, you must select a scheduled payment date that is at least one (1) business day before the non-business day as your scheduled payment date. Transactions begin processing four (4) business days prior to your scheduled payment date to ensure timely payment delivery.
- C. **The Service Guarantee.** Due to circumstances beyond the control of the Bill Pay Service, particularly delays in the receipt and posting of payments by Payees or financial institutions, some payments may take longer than expected to be credited to your account. The Service will bear responsibility for any late charges up to \$50.00 should a payment post after its scheduled payment date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.
- D. **Payment Authorization and Remittance.** You authorize the Bill Pay Service to follow the payment instructions that it receives from you through the bill payment system. Instructions include the payee name, payment amount, payee account number, payee phone number, payment address and payment date. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Payee directives. When the Service receives your payment instruction, you authorize the Bill Pay Service to debit your designated payment checking account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you. Any changes in your designated payment checking account should be made in accordance with the procedures outlined within the Help file found in the Bill Pay Service. All payment account changes made are effective immediately for all scheduled and future payments. The Bill Pay Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate payment account (open and active) or contact information (email). You also authorize the Bill Pay Service to credit your designated payment checking account for payments returned to the Bill Pay Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service. The Bill Pay Service will use its best efforts to make all of your payments properly.

However, the Bill Pay Service shall incur no liability and the Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Bill Pay Service, your designated payment checking account does not contain sufficient available funds to complete the transaction;

2. The payment system is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
3. You failed to provide the Bill Pay Service with the correct designated payment checking account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.

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

- E. Payment Methods.** The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, a check payment, or a laser draft payment.
- F. Payment Cancellation Requests.** You may cancel or edit any payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted and a fee may apply.
- G. Stop Payment Requests.** The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
- H. Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay Service.
- I. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bill Pay Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Bill Pay Service. The Bill Pay Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bill Pay Service.
- J. Electronic Bill Delivery.** This feature is activated in Bill Pay for the delivery of electronic billing statements only and it is your sole responsibility to contact your payee directly if you do not receive your billing statement after enrolling in the service. You agree to hold the Bill Pay Service harmless should the Payee fail to deliver your billing statement(s). Upon activation of the electronic bill feature the Bill Pay Service may notify the Payee of your request to receive electronic billing information. If you elect to activate one of the Bill Pay Service's electronic bill options, you also

agree to and understand that the Bill Pay Service is unable to update or change your personal information with the payee. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your billing statement(s) is at the sole discretion of the Payee. Each Payee reserves the right to accept or deny your request to receive electronic bills. The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service to check on the delivery of your electronic bills. The time for notification may vary from Payee to Payee. The Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Pay Service will notify your payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. Copies of previously delivered bills must be requested from the Payee directly. The Bill Pay Service is not responsible for the accuracy of your electronic bill(s). The Bill Pay Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

**K. Service Fees and Additional Charges.** Any applicable fees will be charged in accordance with this Agreement, the terms and conditions for each Service and in accordance with the account disclosures associated with your OneUnited Bank deposit or loan account. Review the Truth In Savings Disclosure, Online Truth in Savings Disclosure, the Deposit Account Agreement, the Business Account Disclosure, and your loan agreement for additional details. There may be a charge for optional services. You agree to pay such charges and authorize the Bill Pay Service to deduct the calculated amount from your designated checking account for these amounts and any additional charges that may be incurred by you.

**L. Failed or Returned Transactions.** In using the Bill Pay Service, you are requesting the Bill Pay Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Pay Service. In such case, you agree that:

- 1) You will reimburse the Bill Pay Service immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
- 2) For any amount not reimbursed to the Bill Pay Service within fifteen (15) days of the initial notification, a late charge for any unpaid amounts may be imposed;
- 3) You will reimburse the Bill Pay Service for any fees imposed by your financial institution as a result of the return;
- 4) You will reimburse the Bill Pay Service for any fees it incurs in attempting to collect the amount of the return from you; and,

5) The Bill Pay Service is authorized to report the facts concerning the return to any credit reporting agency.

**M. Address or Banking Changes.** It is your sole responsibility to ensure that the contact information on file with OneUnited Bank is current and accurate. This includes, but is not limited to your name, address, phone number and email addresses. Some changes can be made within the online banking application or by contacting Customer Care.

**N. Service Termination, Cancellation, Or Suspension.** In the event you wish to cancel the Bill Pay Service, you may have the ability to do so through the bill payment system , or you may contact customer service via one of the following:

1. Telephone us at 877-663-8648 during customer service hours; and/or
2. Write us at: One United Bank 3683 Crenshaw Blvd Los Angeles, California 90016

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

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

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

**Q. Information Authorization.** Your enrollment in the Bill Pay Service may not be fulfilled if the Bill Pay Service cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Bill Pay Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bill Pay Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve delayed or missing payment problems or for verification).

#### **R. Schedule of Fees**

OneUnited Bank offers the convenience of Online Banking and the Bill Pay Service free to its customers. A charge of \$7.50 will be assessed to your designated bill payment checking account for each bill payment returned unpaid due to non-sufficient or uncollected funds. The \$7.50 charge description is BILL PAY SERVICE 1STNSF. This fee is assessed by CheckFree Services Corporation each time a bill payment is returned unpaid to a payee. This charge is in addition to any other OneUnited Bank fees or charges disclosed in the OneUnited Bank Truth In Savings Disclosure, Online Truth in Savings Disclosure and Business Account Disclosure.

## **V. MONEY MANAGEMENT AND PURCHASE REWARDS OFFERS**

**A. End User License Agreement.** If you decide to use either the Money Management service or activate Purchase Rewards, you acknowledge and agree to the following terms and conditions of service.

**B. License Grant and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management Service (the "Money Management Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases. The terms "Money Management Service" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance) of the Money Management Service if and when they are made available to you by us or by our third party vendors. Both the Money Management 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 Money Management site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Money Management 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 Money Management Service, use any tool to enable features or functionalities that are otherwise disabled in the Money Management Service, or decompile, disassemble, or otherwise reverse engineer the Money Management 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 Money Management Service or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Money Management 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 Money Management Service; or (vii) otherwise use the Money Management Service, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed in this Agreement.

**C. Ownership.** The Money Management 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.

**D. Your Access Information and OneUnited Account Data.** You are responsible for (i) maintaining the confidentiality and security of your access credentials, User ID(s), password(s), security question(s), answer(s), account number(s), login information, and any other security or access information, used by you to access the Money Management Service, your external accounts, 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 Money Management 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 Money Management Service 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 Money Management Service 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 Money Management Service 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.

- E. 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 the Money Management Service 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. 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.
- F. Use, Storage And Access.** We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management service and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Money Management 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 Money Management 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 Money Management Service and any related services to which such changes relate. Your continued use of the Money Management Service or any related services will constitute your acceptance of and agreement to such changes.
- G. Third Party Services.** In connection with your use of the Money Management Service, Purchase Rewards Offers, Bill Pay 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.
- H. Third Party Websites.** The Money Management 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 Money Management 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.

- I. Purchase Rewards Offers.** If you decide you wish to participate in the Purchase Rewards Offers you also acknowledge and agree to the following terms and conditions of service.
1. **Purchase Rewards.** You will earn rewards for your participation in the Purchase Rewards Offers program based on your activation of specific rewards and the total eligible debit card purchases. Cash rewards will be deposited in the Purchase Rewards Offers checking account which is associated with the Purchase Rewards Offers program. If you participate in the Purchase Rewards Offers, we will credit all cash earned to your checking account associated with the debit card for the purchase. We will distribute the lump sum amount to you for any qualifying purchases during the current month at the end of the following calendar month. For example, if the applicable Measurement Period would be the calendar month ended July 31 the payment date of all rewards will be deposited on August 30.
  2. **Purchase Rewards Offers Account.** You must pay using the debit card associated with the account that received the Purchase Rewards offer in order for you to receive the reward. 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 expiration dates, minimum purchase amounts, purchase limits, etc. for the purchase to qualify.
  3. **Errors; Tracking.** 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. Please contact us if you believe you made a qualifying purchase for which you did not receive a reward. Please note that you will not earn rewards if the designated deposit account is closed at the time of reward disbursement.
  4. **No Warranty; Disclaimer of Liability.** 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”.
    - 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) 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.

## VI. STATEMENTS

You can enroll in e-Statements once you enroll in Online Banking. e-Statements allow you to view your account statements securely within online banking and conveniently retain a file of your statements for future retrieval. We do not provide statements for Certificate of Deposits.

## VII. USE OF YOUR SECURITY PASSWORD

You are responsible for keeping your Password, User ID, and Online Account information confidential. If you believe your Password has been lost or stolen, please use the Password change feature to change your Password. 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 account information or login credentials, **please report this activity to us immediately**. In order to protect your account, you should adhere to the following guidelines:

- Do not give out your account number, debit card number, password, or user ID to anyone;
- Do not leave your access device unattended while you are logged into mobile banking or OneUnited Online;
- Remember to always log off your session when transactions are completed and close your Internet browser;
- Never leave your account information or logon credentials within range of others;
- Do not write down your Passwords or User ID's; and
- Do not send account information (account number, user ID, password, etc.) through any public or general email system. If you believe that your password has been lost or stolen, or if you suspect fraudulent activity on your account, call Customer Care immediately at 1-877-663-8648. California residents may also contact us at (323) 290-4848.

## VIII. ELECTRONIC MAIL (EMAIL)

**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/ContactUs](http://www.oneunited.com/ContactUs) or call Customer Care at 1-877-663-8648. California residents may also contact us at (323) 290-4848.

## IX. LINKED ACCOUNTS

All OneUnited Bank accounts for which you enroll in a Service will be linked by the tax identification numbers of the persons authorized to access the account. 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 available to non-Sole Proprietor businesses. If you are a non-Sole Proprietor business, please register the organization and identify the Authorized Users that are Authorized Signers on the account. Authorized Users for the organization may then set up Sub Users to view accounts or specific allowed transactions. Any requirement to verify two or more

signatures on any items (such as a check) does not apply to Bill Payment Services which may result in a check or electronic payment being sent to a payee based on the instructions of the Authorized User or Subuser.

## 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. your failure to pay fees due under this Agreement;
  2. your failure to 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. 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. 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 terminate your online banking access 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 access is terminated, 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 Deposit Account Agreement for more details ([www.oneunited.com/disclosures](http://www.oneunited.com/disclosures)). 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.

**C. 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 accounts in Online Banking or access to Bill Payment Services. 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, Mobile Banking and the 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, Mobile Banking or the Bill Payment Services.

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, 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 but the payee nevertheless does not credit your payment promptly after receipt.

**B. 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 any Service offered in Mobile Banking, Online Banking or our Bill Pay services.

**C. 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 any Services in Online Banking or Bill Pay.

## **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 accounts (such as the Deposit Account Agreement, Online Truth in Savings Disclosure, Truth in Savings Disclosure, Business Account Disclosure, Funds Transfer and OneUnited Money Moves Agreement, Mobile Banking User Agreement, and other agreements applicable to your deposit or loan accounts). Your use of Mobile Banking, the Online Banking Service, the Bill Pay service, or any other services available within online banking or mobile banking 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.
- B. Alterations and Amendments.** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.
- C. Disputes.** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Care says and the terms of this Agreement, the terms of this Agreement will prevail.
- 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/disclosures, or consult the OneUnited Bank Deposit Account Agreement.

- F. Assignment.** You may not assign this Agreement to any other party. The Bank may assign this Agreement to any future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- G. Waiver and Severability.** Our failure to exercise or enforce any right or provision of these Terms Service will not constitute a waiver of such right or provision. If any provision of these Terms of is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Service will continue in full force and effect.
- H. Entire Agreement.** These Terms of Service, including our Privacy Policy and additional documents incorporated herein by reference, constitute the sole and entire agreement between you and Us with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- I. Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- J. 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.

## **XV. SHARED ACCESS**

- A. Shared Access allows an Authorized User to grant access to a Sub User to complete specific transactions within online banking. The Sub User may not be an Authorized Signer on an account. When using this service the following terms and conditions apply:
- B. Shared Access Agreement Granting Access to Other People (Shared Access):

As the “Authorized User” of an account or accounts accessed in mobile banking or OneUnited OnLine, you have the ability to grant access to another person or persons (subusers) who are not authorized users. The “Subuser” will be granted certain authorities by you with respect to your accounts. Shared Access includes a view-only access, or you can allow a Subuser to make transfers between designated accounts and initiate payments from designated accounts using Bill Pay. You may grant these access rights individually or in combination. You have the sole authority and control as an authorized user in sharing access with, managing authorities and disabling Subuser access. You authorize us to act on transaction instructions initiated under the credentials of an authenticated Subuser authorized by you, just as if the instructions were initiated under your credentials. When granting Shared Access authority, you assume complete and total liability for any and all activities of a or the Subuser’s credentials with respect to your accounts, and you agree to indemnify and hold us harmless in connection with any claim you make against a Subuser for breach of your agreement and authority with said Subuser pursuant to you granting them Shared Access.

## **XVI. CARDSWAP TERMS AND CONDITIONS**



The following terms and conditions (the "Terms of CardSwap Service") constitute a binding agreement between you and OneUnited Bank and its licensors (collectively "We", "Us" or "Our") with respect to your use of the CardSwap software (the "Software"), and the Service, "CardSwap" (as defined below) (collectively the "CardSwap Services").

- A. Changes to Terms of CardSwap Service.** We may revise and update the Terms of CardSwap Service from time to time in our sole discretion. All changes are effective when they are posted and apply to all access to and use of the CardSwap Services thereafter. Your continued use of the CardSwap Services following the posting of revised Terms of CardSwap Service means that you accept and agree to the changes.
- B. CardSwap Service Description.** We provide a payment card exchange service ("CardSwap") that allows you to link your OneUnited Bank Consumer or Business Debit Card to certain third-party service providers ("Vendors") by accessing your accounts at such Vendors' websites and online services ("Vendor Sites") via the CardSwap Service. The CardSwap Service allows you to add your OneUnited Bank card or swap (exchange) the current existing payment card on file with the Vendor used to make payments.
- C. Vendor Account Information.** In order to use "CardSwap", you will need to link your OneUnited Bank Debit Card on Vendor Sites to "CardSwap" by providing Us with the information necessary to access such vendor accounts (such as account usernames and passwords) ("Vendor Account Information"). You hereby authorize Us to use and store your Vendor Account Information and to access your accounts on Vendor Sites to provide the "CardSwap" Service to you and to configure "CardSwap" so that it is compatible with the applicable Vendor Sites. You represent and warrant to Us that you are the legal owner of all accounts accessed on any Vendor Sites that you access via "CardSwap" and that you have the authority to allow Us to access your accounts using your Vendor Account Information on your behalf.
- D. Funding Accounts.** If you use "CardSwap" Vendor payments will be paid using available funds in your OneUnited Bank Checking Account that is linked to your Consumer or Business Debit Card (a "Funding Account"). You agree to maintain an available balance in your Funding Account that is sufficient to successfully pay all Vendor payments submitted against the Debit Card linked using the "CardSwap" service. If for any reason the Vendor is unable to access funds from the specified Funding Account to finalize a payment transaction that you initiated, the transaction may not be completed. (e.g. insufficient funds, the account is closed, etc., etc.). We are not responsible for any vendor fees associated with an incomplete payment transaction. Please review your OneUnited Bank account disclosures for our fees associated with Insufficient Fund Charges or Uncollected Fund Charges. All account disclosures apply (Truth in Savings Disclosure, Online Truth in Savings Disclosure, Business Account Agreement, Deposit Account Agreement, etc.).
- E. Limitations.** You acknowledge and agree that: (a) some Vendors may not allow Us to access your account at the Vendor Sites on your behalf; (b) Vendors may make changes to Vendor Sites and/or other services, with or without notice to Us. These changes may affect the overall performance of "CardSwap" and prevent or delay your CardSwap with such Vendors; (c) certain Vendors may not accept payment from all types of funding sources (for example, not all Vendor Sites may accept debit cards).
- F. Payment Delays and Errors.** You are solely responsible for ensuring that payments made using the Debit Card linked via "CardSwap" is processed by the Vendor. It is your

responsibility to review all payment transactions you initiate using the Debit Card linked via “CardSwap” against your transaction history or account statements.

You are solely liable for errors you make in using “CardSwap”. Without limiting the foregoing, We will not be responsible or liable: (a) if the Debit Card linked via “CardSwap” or the underlying account from which the payment is made is restricted, expired, closed or does not contain sufficient available funds to process the payment. or; (b) if a payment is rejected, returned, mishandled, or delayed by the Vendor for any reason.

**G.**

**H. Electronic Communications.** The communications between you and Us via the CardSwap Services use electronic means. For contractual purposes, you consent to receive communications from Us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications be in writing.

**I. Privacy Policy.** You acknowledge and agree that all information collected by Us is subject to Our Privacy Policy. By using the CardSwap Services, you consent to all actions We take with respect to your information in compliance with Our Privacy Policy.

**J. Software Updates.** We may, from time to time in Our sole discretion, develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the CardSwap Services. You agree that We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the CardSwap Services.

**K. Changes to the CardSwap Services.** We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the CardSwap Services or any portion thereof at any time. You agree that We will not be liable to you or to any third party for any such change, suspension, or discontinuance.

**L. Suspension/Termination of Access.** We have the right to deny access to, and to suspend or terminate your access to, the CardSwap Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of CardSwap Service or if We believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under these Terms of CardSwap Service. In the event that We suspend or terminate your access to the CardSwap Services, you will continue to be bound by the Terms of CardSwap Service that were in effect as of the date of your suspension or termination.

**M. Disclaimer of Warranties.** THE CARDSWAP SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE CARDSWAP SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER

WE NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE CARDSWAP SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE CARDSWAP SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE CARDSWAP SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- N. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE CARDSWAP SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF CARDSWAP SERVICE, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF CARDSWAP SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.
- O. Exclusions.** Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section may not apply to you. In such states, any exclusions and/or limitations found unenforceable by law shall be severed from these terms and conditions, and our liability is limited to the absolute minimum amount permitted by law.
- P. Indemnification.** You agree to indemnify, defend, and hold Us and Our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the CardSwap Services; (b) any violation of these Terms of CardSwap Service or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with "CardSwap" or any joint account holder of an account on a Vendor Site. We reserve the right, at Our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with Us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the CardSwap Services and/or these Terms of CardSwap Service.
- Q. Third Party Materials.** The CardSwap Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

- R. Third Party Platforms.** We may provide the CardSwap Services to you through the Vendors Sites and/or other third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will apply to you with respect to your use of Third-Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.
- S. Geographic Restrictions.** We are based in the United States. We make no claims that the CardSwap Services are accessible or appropriate outside of the United States. Access to and use of the CardSwap Services may not be legal by certain persons or in certain countries. If you access the CardSwap Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **XVII. CARD COMMAND AND DIGITAL CARD ISSUANCE: ADDITIONAL TERMS**

The card management feature ("Card Command") is offered by OneUnited Bank (referred to herein as "OneUnited", "us", "we" or "our") for use by OneUnited Bank cardholders. OneUnited Bank's card management feature is intended to allow you to initiate certain payment card related activities for your enrolled OneUnited Bank card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("**Controls**")
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("**Alerts**")
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report your card as lost or stolen
- Review your spending by merchant type and/or by month
- View a list of merchants storing your card information for recurring or card-on-file payments
- Add a virtual card to a digital wallet temporarily (21 days from issuance or until the physical card is activated, whichever is shorter.)

The card management feature may enable access to OneUnited Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps](http://maps.google.com/help/terms_maps). Html and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such other URLs as may be updated by Google. To the extent the card management feature allows you to access third party services, OneUnited Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

In order for SMS communications to be sent to your mobile device, you must (i) own or be an authorized user of a two-way SMS-capable mobile device that is registered on a supported wireless carrier network, (ii) ensure that your mobile account remains in good standing with your wireless carrier and (iii) ensure that any device-level notification settings on your mobile (e.g., “Do not Disturb”, “Silent mode” or “Focus mode”) don’t interfere with timely SMS alert delivery. Additionally, you are solely responsible for any additional charges that might be incurred from their wireless carrier.

OneUnited Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in OneUnited Bank’s card management feature.

**Availability/Interruption.** You acknowledge that the actual time between occurrence of an event (“**Event**”) triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device (“**Notification**”) is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “**Commands**”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. OneUnited Bank does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither OneUnited Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither OneUnited Bank nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. OneUnited Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

Card Command does not maintain cookies, IP addresses, or track users for any advertising-related features, and neither is any user data shared with third-party advertising vendors or platforms. User data is collected and maintained only to provide critical functionality related to the transaction history, card management and session management of the user.

## **XVIII. PERSON TO PERSON PAYMENT SERVICES: ADDITIONAL TERMS**

OneUnited Bank offers person-to-person payment services such as OneUnited Money Moves. PLEASE NOTE: These services may access and retain personal information on your contacts.

When you access OneUnited Money Moves on your phone, it states that OneUnited Would Like to Access Your Contacts. We use your contacts to help you pay someone of your choice. Your selected contact's name, phone number, and email may be saved to make secure payments.

You can select "Don't Allow" or "OK".

As another example, when you are seeking to move money to an individual, the recipient will be prompted for their bank account information for the money to be directly deposited into their bank account. This information will be saved for future use to make secure payments.

You can review our Funds Transfer Service and OneUnited Money Moves Agreement for more details.