



## **Business Online Banking Services Agreement**

This Agreement sets forth the terms of the online banking services (“Services”) that OneUnited Bank, its affiliate companies, directors, officers, employees, agents, partners, vendors and service providers (collectively “we”, “us” and/or the “Bank”) makes available to its business customers and their authorized representatives (collectively “you”). By applying for and using any Services, you agree to be bound by these terms. Your use of any Services will be additional evidence of your agreement to these terms.

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 that you currently have with us for that account. For example, when you use Business Online Banking Services to access your OneUnited Bank Money Market Account, you do so under the terms and conditions you agreed to in the OneUnited Bank Personal Deposit Account Agreement or Business Account 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.

- 1. Services:** We will notify you when the Services you requested will become available to you for use. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

For purposes of transactions, the Bank’s business days are Monday through Friday, excluding holidays and weekends. All transaction requests received after 11:00 PM EST on business days, and all transactions that are requested on Saturday, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank’s next business day. All transfers from or to an account entered before 11:00 PM EST are reflected on your statement with the calendar day they were submitted. The bank’s business day begins at 9:00 a.m. EST.

- 2. Equipment:** 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 the Business Online Banking Service or your PC. You are responsible for all charges incurred in connecting to the Business Online Banking Service and any charges by your internet service provider (ISP) and any losses or delays caused by your ISP.

The Bank is not responsible for any error or failures caused by any malware.

To access and retain your records using Business Online Banking Services, your computer must meet the following requirements: 1) a PC or Macintosh-compatible computer; 2) internet access; 3) an internet browser. For PCs using Windows 2000 SP4 or Windows XP SP2: Microsoft Internet Explorer 6.x and higher, or Netscape 6.1 and higher, or AOL 8 and 9, or Firefox 1.0 and higher. For Macs using OS X: AOL for OS X, or Safari 1.2 (OS X 10.3 or higher)

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use.

- 3. Accounts:** You may access up to 20 bank accounts using the Service. If you open additional accounts after enrolling in the Service, you will need to add the accounts to the Service by requesting so in writing. Your application may list certain OneUnited Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire Services, for example, you will need to specify the account from which transfers should be made each time a wire request is submitted.

You must appoint an individual (an “Administrator”) with the authority to determine who will be authorized to use the Services on your behalf (“Users”). Your Administrator can establish separate security codes and/or passwords for Users, as well as limits on each User’s authority to access information and/or conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives Users to act on your behalf, and the actions of the Users designated by the Administrator to use the Services.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers (including wire transfers). We may require you to execute a Funds Transfer Agreement to establish a security procedure to authenticate wire transfer instructions. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of

funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

4. **Fees:** You agree to pay us the fees we establish for each of the Services. See our Fee schedule for details. We may debit your account for the fees. If there are insufficient funds available for payment of the fees at the time services are rendered we are under no obligation to complete the requested Service. However, we reserve the right to complete the Service requested and overdraw your account for the fee(s) due at the time the Service is rendered. If you fail to pay us any amount owing to us under this Agreement, it will bear interest at the rate of 18% per year until paid. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, the Agreement, and/or the software or equipment made available to you. You also are responsible for the costs for any communication lines, and any data processing charges payable to third parties.

5. **Access to Account Data:** Some of the Services provide you with balance and other confidential account information. Since certain information and transactions are not processed by us after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment order, legal process, and/or other reasons. Certain balances may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information provided to the Bank for any Services or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact the Bank toll free during normal banking hours at 1 (877) OneUnited or 1 (877) 663-8648 for loan and deposit information.
6. **Information Processing and Reporting:** We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed to in writing by the Bank, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we

receive from you or third parties.

- a) **Information You Provide to Us:** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.
- b) **Your Instructions:** You must accurately describe transactions, beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiaries or institutions inconsistently by name and number, we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.
- c) **Your Review:** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). You agree to maintain adequate backup files of the reports at your own expense. If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**7. Reliance on Third Parties:** Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will not have liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

**8. User Guides and Security Procedures:** We may provide you with a User ID and/or passwords (collectively, a Security Code) to access the Services. We may also

provide you with operating procedures and user guides (“User Guides”) in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we provide to you;(b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the services;(c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached or you suspect fraudulent activity on your account. Call the Bank’s Customer Service Center immediately at 1-877 663-8648 . Our Customer Service Center is available during business hours Monday through Friday from 9 a.m. EST to 8 p.m. EST.

Our security procedures are not designed for the detection of errors (e.g. duplicate payments or errors in your funds transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

In order to protect yourself against fraud, you and your Users should adhere to the following guidelines:

- ❖ Do not give out your company ID, security code, account information, password, or User ID to anyone;
- ❖ Do not leave your PC unattended while you are in the OneUnited Bank Business Online Banking website;
- ❖ Remember to always log off your session when transactions are completed and close your Internet Browser
- ❖ Never leave your Business Online Banking Service information within range of others not authorized to use the Service.
- ❖ Do not write down passwords, User ID’s, or security codes;
- ❖ Do not send privileged Business Online Banking account information (account numbers, passwords, etc...) through any public or general e-mail system.

If you or one of your Users believes that their password has been lost or stolen, please use the password change feature within the Business Online Banking Service. You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person’s authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type,

and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your risk exposure to and responsibility for unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

- 8. Wire Transfer Service:** If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions. You may be required to execute a Funds Transfer Agreement and Authorization in addition to this agreement.
- 9. Book Transfer Service:** Transfers between your deposit accounts with us are subject to the terms of our Business Account Disclosure, Personal Deposit Account Agreement and other deposit agreements. Transfers can be for any amount if: 1) sufficient funds are available and 2) the User attempting to make the transfer has the appropriate authority to complete the transfer. You may instruct our electronic system to make transfers between your accounts at any time on any day. The Bank's business day begins at 9:00 AM. EST. All transfers from or to an account entered before 11:00 PM EST are reflected on your statement with the calendar day they were submitted. Please refer to item #1 above for access to transfer services.
- 10. Stop Payment Service:** You may stop payment on a check by providing us with timely, complete and accurate information on the number of the account in question; the exact date of the item; the item number; the payee information; and the EXACT amount of the check in dollars and cents. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the Bank's on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone at 1 (877) 663-4863 or in writing by fax to 1 (323) 389-0548 during normal business hours between 9 AM EST to 7:30 PM EST.
- 11. Amending/Canceling a Transaction:** Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any loss of interest and/or other losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless, and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely

responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry. In no event shall the Bank be liable to you for failure to provide access to your Business Online Banking Services accounts. Unless otherwise required by applicable law, we are only responsible for performing the online banking services as delineated in this Agreement. We agree to make reasonable efforts to ensure the full performance of OneUnited Bank Business Online Banking Services. 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 Bank Business Online Banking Services. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONEUNITED BANK BUSINESS ONLINE BANKING 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.

12. **Our Rejection of Transactions:** We may refuse any transfer or payment instruction without cause or prior notice.
13. **Unauthorized Transactions:** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and the Bank have agreed upon for the Service. Any instruction will be deemed effective as if made by you, and you will be obligated to pay us the full amount of any such transaction, even if such instruction was not transmitted and/or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

14. **Electronic Mail/Internet:** If you send us electronic mail (“e-mail”), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the action or omissions of others, such as third party networks or persona with access to the Internet. As such, we recommend that you do not send account data (account numbers, passwords, etc...) or other sensitive information to us by e-mail.

Your use of the Internet will be entirely at your own risk. We make no

representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties;(b) the security or continued availability of the Internet or of any Internet website, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. The Bank and its service providers assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the un-timeliness of, or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site. In no event shall the Bank be liable to you for failure to provide access to your Business Online Banking Services accounts. Unless otherwise required by applicable law, we are only responsible for performing the online banking services as delineated in this Agreement. We agree to make reasonable efforts to ensure the full performance of OneUnited Bank Business Online Banking Services. 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 Bank Business Online Banking Services. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONEUNITED BANK BUSINESS ONLINE BANKING 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.

**15. Cutoff Hours:** A number of our Services are subject to processing cutoff hours: 3 PM EST. for wire transfer orders; 7:30 PM EST for stop payment orders; and 11 PM EST for internal book transfers. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday excluding holidays (see #1 above). Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

**16. Limitations of 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 the limits of our liability. In no event shall the Bank be liable to you for failure to provide access to your Business Online Banking Services accounts. Unless otherwise required by applicable law, we are only responsible for performing the online banking services as delineated in this Agreement. We agree to make reasonable efforts to ensure the full performance of OneUnited Bank Business Online Banking Services. 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 Bank Business Online Banking Services. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONEUNITED BANK BUSINESS ONLINE BANKING 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.

- B. Indemnification. You agree to indemnify, defend, and hold us harmless against any third party claim, demand, suit, action, or other proceeding and any expenses related to a OneUnited Bank Business Online Banking Service account.
- 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 a OneUnited Bank Business Online Banking Services account.

**17. Arbitration:** You hereby expressly agree that any claim or controversy that arises out of or relating to this Agreement or the Services will be submitted to legally binding arbitration in accordance with the terms of your agreements with us and in accordance with the Commercial Arbitration Rules of the National Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**18. Statements and Notices:** Information on transfers to or from your accounts will be reflected on your periodic statements. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers. 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.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts

or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, which ever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability; (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest) that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, e-mail or, mailing address shown for you in our records. Notices to us must be mailed or delivered to us at OneUnited Bank, Attn: Customer Support, 3683 Crenshaw Blvd., Los Angeles, CA 90016.

**19. Your Records:** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry up to ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

**20. 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 without notice to you for any reason deemed appropriate and/or necessary by OneUnited Bank in its sole discretion including but not limited to:
  - 1. failure to pay fees due under this Agreement ;
  - 2. non-compliance with the agreement governing your OneUnited Bank deposit or loan accounts;
  - 3. failure to maintain OneUnited Bank in good standing; or
  - 4. suspected fraudulent activity.

We will promptly notify you by email and mail if we terminate this Agreement or your

use of the OneUnited Bank Business Online Banking 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). Your final charge for the Business Online Banking 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 1-866-689-4071; 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 User to the Service.

## **21. General Terms and Conditions:**

- a. Agents: You will not allow others to provide instruction to us (e.g., wire transfer orders) on your behalf without our prior written consent. Should such consent be granted at the Bank's sole discretion, you will be solely responsible for the acts and omissions of such agent. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.
- b. 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 Business Online Banking Accounts (such as the OneUnited Bank Personal Deposit Account Agreement and other agreements applicable to your deposit or loan accounts). Your use of the Business Online Banking Services 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.
- c. 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/or 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.
- d. 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. You may not assign any right or delegate any obligation under this Agreement without prior written consent by us.

- 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](http://www.oneunited.com), or consult the OneUnited Bank Personal Deposit Account Agreement.

- f. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any and all applicable federal law.
- g. Compliance with Laws: You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer that would violate the economic sanctions administered by the U.S. Treasury Office of Foreign Asset Control.
- h. Financial Review: You agree to provide us with a financial statement or information on your financial condition upon request.
- i. Monitoring of Communications: You agree on behalf of yourself, your employees and agents that **we may monitor and record your telephone and electronic communications** in connection with the Services at any time, without further notice to you or any party to the communication.
- j. No Assignment: We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.
- k. No Third Party Use: Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.
- l. Overdrafts: When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the

transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

- m. Security Interest: You grant us a security interest in your Bank accounts to secure the repayment of any overdraft, or other obligation that you incur under this Agreement.
- n. Validity: If any provisions of this Agreement are found to be void or invalid by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect.
- o. Waivers: Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of any other rights or of the same right at another time.

22. An enrollment form for the Service is required to activate the Services applied for. You agree to appoint an Administrator for the Service and identify the accounts that will be accessed under the Service on the enrollment form. No other accounts will be available under this Service without a newly executed enrollment form designating additional accounts to be made available to you under the Service. You agree to provide us with a signed corporate resolution designating the Administrator for the Service realizing that the Administrator designated will bear sole responsibility for assigning authority, access, and powers to all other Users within your company using the Service.

**Certification of acceptance of this agreement for the use of the Services (requires two corporate officers and one Authorized Signer of all OneUnited Bank accounts accessed):**

_____	_____
<b>Print Name and Title or Position</b>	<b>Signature</b>
_____	_____
<b>Print Name and Title or Position</b>	<b>Signature</b>
_____	_____
<b>Print Name and Title or Position</b>	<b>Signature</b>

\_\_\_\_\_

**Company Name**