



# Mobile and Online Banking Service Agreement for Personal and Small Business Accounts

Effective Date: March 1, 2022



# Table of contents

## Contents

<b>Part A: General Terms and Conditions</b>	<b>5</b>
1. Agreement	5
2. Definitions	5
3. Other Agreements	6
4. Services	6
5. Electronic Agreement	8
6. Consent to Receive Electronic Notices	8
7. Email Address	8
8. Hardware and Software Requirements	9
9. Accounts	9
10. User Authentication	9
11. Security Procedures	9
12. User Responsibility for Online Security	9
13. Account Statements	10
14. Viewing Information	10
15. Transfers Between Your Accounts Held with the Bank	11
16. Transfers Between Your Accounts Held with the Bank and with other Financial Institutions	11
17. Online Bill Payment	13
18. ACH Payments Service	20
19. Mobile Banking	21
20. Mobile Check Deposit	21
21. Request a Domestic Wire or International Wire	23
22. Place a Stop Payment on a Paper Check	23
23. Alerts	23
24. Contact in Event of Unauthorized Transfer	24
25. Duty to Review	24
26. Fees	24
27. Periodic Statements	24
28. ACH	24

# Table of contents

29. Hours of Operation and Cutoff Times	25
30. Service Unavailability	26
31. Disclaimer of Warranties	26
32. Limitation of Liability	26
33. Third-Party Indemnification	26
34. How to Contact Us for Questions About the Service	27
35. Non-Usage of the Service	27
36. Cancelling the Service	27
37. Termination of the Service	27
38. Severability	27
39. Changes to the Service or this Agreement	27
40. Disputes	27
<b>Part B: Consumer Disclosures for Personal Accounts Only</b>	<b>28</b>
41. Authorized User Access	28
42. Account Transfers to Accounts Not Owned By You	28
43. Online Privacy	28
44. Regulation E Consumer Disclosures	28
<b>Part C: Business Terms and Conditions for Business Accounts Only</b>	<b>32</b>
45. Authorized User Access	32
46. Bank's Liability	34
47. In Case of Errors or Questions About Your Electronic Fund Transfers	34
<b>Part D: UnionBanc Investment Services Portfolio Connection<sup>3</sup> Brokerage Account Customers</b>	<b>35</b>

## Important Mobile Disclosure

By using the Alerts Services, you are agreeing to the terms and conditions presented herein and certifying that you are the owner on the specified account. Refer to section 24 for more information on Alerts Services.

Message frequency depends on account settings. **Message and data rates may apply.** At any time you can text STOP to 22463 to cancel.

The Bank's privacy policy may be viewed at [unionbank.com/privacy](https://unionbank.com/privacy).

The Bank's Alert Service is available with the following participating wireless carriers (but not limited to):

AT&T, Cricket, Sprint, T-Mobile®, U.S. Cellular®, Verizon Wireless, Metro® by T-Mobile, and Virgin Mobile USA. Union Bank® and T-Mobile are not liable for delayed or undelivered messages.

You may contact us by calling 800-238-4486.

## Telephone Carrier Information

As part of our ongoing efforts to enhance our online security and protect your information, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, Metro, Virgin Mobile USA or any other branded operator) to disclose to our third-party service providers your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to allow verification of your identity and to compare information you have provided to Union Bank with your wireless operator account profile information for the duration of the business relationship. The use of mobile carrier data on your device assists you in conducting your Mobile and Online Banking transactions.

## Part A: General Terms and Conditions

Part A sets forth general terms and conditions that apply to all Services, including services that are provided through mobile and online banking, offered to both Personal Accounts and Business Account customers of MUFG Union Bank, N.A. Unless specifically stated otherwise, Part A of this Mobile and Online Banking Service Agreement (MOLB Agreement) applies to Personal Account, Personal Loan Account and Business Account customers of the Bank.

- 1. Agreement.** This *Mobile and Online Banking Service Agreement for Personal and Small Business Accounts* is entered into by and between the Bank and you upon your agreement to the terms and conditions of the MOLB Agreement and/or your use of one or more of the Services provided by the Bank to you as set forth and described in this MOLB Agreement.
- 2. Definitions.** In addition to terms defined elsewhere in this MOLB Agreement and for purposes of this MOLB Agreement, the following terms shall be defined as follows:

**“Account Agreement” or “Account Agreements”** shall mean, for customers with Personal Accounts, the *Union Bank Personal Accounts & Services Disclosure and Agreement* and the *Personal Accounts Fee Schedule*, for customers with Business Accounts, the *Business Accounts & Services Disclosure and Agreement* and the *Business Deposit Fee Schedule*, and for customers with a Consumer Loan Account, the applicable *Note or Loan Terms and Conditions Agreement*.

**“ACH”** shall mean an Automated Clearing House.

**“Account” or “Accounts”** shall mean, for customers of the Bank, checking accounts, savings accounts, money market accounts, time deposit accounts (CDs), IRAs, consumer and small business loans and lines of credit, and for UnionBanc Investment Services® (UBIS) Portfolio Connection<sup>01</sup> brokerage accounts.

**“Available Balance”** shall mean the amount of funds available in your account for withdrawal as determined by the applicable Account Agreement.

**“Bank,” “we,” “us,” “our”** and other similar terms shall mean MUFG Union Bank, N.A. or Union Bank.

**“Portfolio Connection Agreements”** shall mean all the applicable agreements, including but not limited to the *UnionBanc Investment Services Commission & Fee Schedule, Disclosures, and Services*, and notices that govern cash management<sup>2</sup> features of the UBIS Portfolio Connection brokerage accounts.

**“Business Day” or “Business Days”** shall mean Monday through Friday. Excludes federal holidays.

**“Business Account” or “Business Accounts”** shall mean one or more deposit accounts held with the Bank established and owned by a non-consumer, including, but not limited to, a sole proprietorship, a partnership, a limited liability company, and a corporation.

**“Code” or “Codes”** shall mean your User ID, Password, Web User ID, Web User Password, Web Administrator ID, Web Administrator Password, personal identification number, SiteKey, challenge questions, and any other tool or method offered by the Bank as part of this Service to verify the authenticity of any transfer or payment order received by the Bank through the Service in your name. Some Services also present you with additional security procedures that supplement the Codes. For example, the wire service uses either token or verification by phone along with an online code and will still be considered as part of the “Codes” for purposes of authenticating the wire transfer request pursuant to Security Procedures.

**“Consumer Loan Account”** shall mean one or more consumer loans or lines of credit that are established by individuals for personal, family or household purposes and are held with the Bank. Such accounts include, but are not limited to, your mortgage, home equity line of credit, overdraft or personal line of credit, personal installment loan and credit card.

**“Deposit Account”** shall mean the deposit account, such as checking or savings deposit account, owned by you and held either with the Bank or another financial institution within the United States.

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<sup>1</sup> Portfolio Connection and other investments are available through UnionBanc Investment Services LLC, a registered broker-dealer, investment advisor, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A.:

**Non-deposit investment products: • Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate • Are NOT insured by the FDIC or by any other federal government agency • Are subject to investment risks, including possible loss of the principal amount invested.**

<sup>2</sup> Cash Management features for your Portfolio Connection brokerage account debit card are administered through MUFG Union Bank, N.A.

Deposit Accounts may be designated by you within the Service for purposes of making a payment to your Consumer Loan Account or engaging in an external transfer.

**“Electronic Payment Authorization”** shall mean the Agreement or other consent that you execute through the Service that provides your authorization and consent to have your Deposit Account debited in order to make a payment on your Personal Loan Account.

**“Fee Schedule”** or **“Fee Schedules”** shall mean the applicable fee schedules that apply to your Account.

**“Personal Account”** or **“Personal Accounts”** shall mean one or more deposit accounts that are established by individuals for personal, family or household purposes and are held with the Bank. “Personal Account” or “Personal Accounts” shall not mean one or more deposit accounts that are established by a sole proprietorship or a trust.

**“Personal Loan Account”** shall mean a personal loan established by an individual for the purpose of debt consolidation or other personal, family or household purpose and that is held with the Bank. Lines of credit and real estate secured consumer loan products are not included in this definition.

**“Other Agreements”** shall mean all other applicable disclosures and agreements governing your Accounts and fees and charges communicated to you by the Bank, including but not limited to Account Agreements, the *UnionBanc Investment Services Commission & Fee Schedule, Disclosures and Services Agreements*, signature card agreements, and loan agreements.

**“Overdraft Protection Services”** shall mean Deposit Overdraft Protection, Business Deposit Overdraft Protection, Cash Reserve Account, Business Cash Reserve Account, and/or Overdraft Protection, linked to a Union Bank Credit Card, as those services are described in the *Personal Accounts & Services Disclosure and Agreement* and the *Business Accounts & Services Disclosure and Agreement*, as applicable.

**“Regulation E”** shall mean 12 C.F.R. 1005, as it may be amended from time to time.

**“Remittance Transfer”** shall have the same meaning given in Regulation E for the term ‘remittance transfer’ (which generally means an electronic transfer of funds initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country).

**“Security Procedures”** shall mean the Codes, as they may be revised from time to time, security codes, keys, personal identification numbers, template numbers, algorithms, procedures or other programs or keystrokes that are used by the Service to prevent unauthorized access and/or use of a Service and any other additional identification tool or method offered or required by the Bank in order to identify your identity when using the Service.

**“Service”** or **“Services”** shall mean one or more of the services described in this MOLB Agreement.

The terms **“you,” “your,” “customer,”** and other similar terms shall mean each person that accesses the Service, an owner of the account and/or Account that has agreed to this MOLB Agreement and anyone else authorized by the owner of the account and/or Account to exercise control over the owner’s account, Account and/or the Service.

- 3. Other Agreements.** Your use of the Services is governed by this MOLB Agreement and may also be affected by Other Agreements. You acknowledge receipt of these Other Agreements, which may contain applicable fees, limitations on the number of transfers or dollar amount of the transfers you may make or other restrictions which might impact the use of your Accounts or accounts with one or more of the Services. This MOLB Agreement supplements applicable Other Agreements; provided, however, that where the terms of this MOLB Agreement differ from those of an Other Agreement, the terms of this MOLB Agreement shall supersede those of the Other Agreements with respect to the Services (to the extent of the inconsistency).
- 4. Services.** The Services offered under this MOLB Agreement include access to one or more of the following Services:
  - For Personal Accounts, view balances, transactions, account statements, images of paid checks, deposit slips and deposited items
  - For Consumer Loan Accounts, view balances, payment information and history, digital statements and account information
  - Transfer funds between your deposit accounts, or your UBIS Portfolio Connection brokerage account (the cash balance portion only) on a one-time or recurring basis (recurring transfers must be for the same amount)
  - Transfer funds between your deposit accounts held in your name at the Bank and held in your name at other financial institutions located in the U.S.

- Transfer funds from your deposit accounts held in your name at the Bank to deposit accounts not held in your name at the Bank or other financial institutions (Small Business customers cannot transfer to external accounts not held in their name at other financial institutions.)
- Engage in online ATM and debit card management, which allows you to:
  - Activate newly issued ATM or debit cards
  - Report lost or stolen ATM or debit cards
  - Lock and re-activate your existing ATM or debit cards
  - Request and order a replacement ATM or debit card
  - Update Debit Card Overdraft Coverage
  - Add a travel notice
- Engage in the Bill Pay Service, which allows you to:
  - Make payments to the Bank on loans held with the Bank
  - Pay bills to merchants, institutions, or individuals with a U.S. address, including same-day payments for certain payees
  - Receive electronic versions of bills (for monies you owe third parties) and make payments to payees that send you electronic bills
- Engage in ACH Payments Service, which allows you to:
  - Set up a one-time ACH loan payment for your Personal Loan Account; or
  - Set up a recurring ACH loan payment for your Personal Loan Account
- Engage in mobile banking, which allows you to use your mobile device to:
  - Make check deposits to certain deposit accounts
  - Schedule one-time or recurring Bill Payments to existing Payees
  - Add new Payees to the Bill Pay Service
  - Send money to third parties
  - View account balance information
  - Lock and re-activate your existing ATM or debit cards
  - Transfer funds between your deposit accounts on a one-time or recurring basis
  - Transfer funds between your deposit accounts held in your name at the Bank and held in your name at other financial institutions in the U.S. (Personal Accounts only)
  - Transfer funds from your deposit accounts held in your name at the Bank to deposit accounts not held in your name at the Bank or other financial institutions (Personal Accounts only)
- Request and order a replacement ATM or debit card
- Set up and manage account and security alerts
  - Request deposit account related notices and alerts to be pushed to you via email or text message
- Receive Customer Notices
- Schedule a domestic wire or international wire. Note: International wires are only available to Global Expatriate Account, California Account and Pacific Rim Company Benefit Account program customers serviced by the Japanese Customer Service Unit
- Reorder checks from Deluxe Check Printers
- Request a stop payment on a paper check

Some of the Services may appear on your screen through the Service but may not be available for use by you because: (i) you have not been approved by the Bank for that Service; or (ii) the particular account or Account is not eligible for the Service. You will have access to those Services that are approved by the Bank for you and the applicable Account or Accounts.

**5. Electronic Agreement.** You are agreeing to enter into this MOLB Agreement electronically. By your electronic agreement, you consent to all terms and conditions governing use of the Service as set forth in this MOLB Agreement. We will make a printed copy of this MOLB Agreement available at your request. However, we recommend that you print a copy of this MOLB Agreement for your records.

**6. Consent to Receive Electronic Notices.** By using the Service and/or agreeing to the E-Sign Consent, you consent to and agree that:

- Any notice, record or other type of information that is provided to you in connection with your accounts, Accounts or the Service, such as account disclosures, account statements, change-in-terms notices, privacy disclosures for consumers (only), fee schedules, transaction notices and alerts, account status notices, service messages, and any other type of notice (each a "Customer Notice"), may be sent to you electronically. A Customer Notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic Customer Notice sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it. We reserve the right to send a Customer Notice in paper format by postal mail.
- You will promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers. You may update this information by contacting us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts. For Personal Loan Account customers, you may update the foregoing information by calling 833-683-4562. Changes to certain contact information can be completed in the Service. It is your responsibility to keep your contact information and email address current within the Service.
- You are responsible for updating your address, email address, and other contact information for us to deliver notices, statements, and other documents to you. You agree that if you requested notices, disclosures, fee schedules, agreements, statements or other documents to be delivered to you electronically and fail to provide us with a deliverable email address, we are not responsible for resending the email communication to you or mailing you a paper copy.
- We will not be obligated to provide any Customer Notice to you in paper form unless you specifically request us to do so. You may request a paper copy of a Customer Notice by contacting us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts. For Personal Loan Account customers, you may request a paper copy of a Customer Notice by calling 833-683-4562. Unless otherwise set forth in the Account Agreement you will not be charged a fee.
- You may withdraw this consent to receive electronic delivery of Customer Notices by contacting us at the address or telephone number in Section 35 of this MOLB Agreement. However, withdrawing your consent means you may no longer be able to access the Service, and fee discounts or waivers associated with use of the Service may be discontinued.
- In order to receive Customer Notices online you must maintain computer hardware and software of sufficient capability to be able to access and retain them electronically. See Section 8 below.

**7. Email Address.** A current, valid email address is critical to our successful delivery of the Service to you. You agree to maintain an active email account at all times and provide such email address within your profile in the Service. You further agree to promptly notify us of a change of email address by updating the address at the Profile link within the Service.

If, for any reason the email address you provide us changes or becomes inoperable, you agree to contact us immediately so that we can arrange to provide you with Customer Notices and account statements through other means.

If we contact you at the email address of record within the Service and learn that the email is undeliverable to that address, we may, at our discretion:

- require you to provide a valid email address at next login attempt;
- require you to accept this MOLB Agreement again at next login attempt;
- attempt to contact you through another means to obtain a valid email address;
- disable the Service for other users (Online Banking for Small Business only); and/or
- discontinue electronic Customer Notices and instead provide them by paper.

If you have an email address that we deem is inoperable and you do not provide us with a new email address, then you agree that we may send you paper statements and other paper Customer Notices. In the event you receive paper statements, any applicable fee discounts or waivers associated with your Personal Account and/or the Service may be discontinued.



- 8. Hardware and Software Requirements.** The Service requires you to have certain hardware and software requirements and computer capabilities, which we may change from time to time without prior notice to you. Refer to [unionbank.com/learn/personal/computer-and-mobile-device-requirements](http://unionbank.com/learn/personal/computer-and-mobile-device-requirements) for our current computer requirements.
- 9. Accounts.** You agree and acknowledge that your Accounts may not have access to all the Services described in this Agreement and/or may have restrictions that only provide for limited use of a particular Service. Generally, the Services described herein, state which types of Accounts are eligible for the applicable Service. Also, we may allow other types of accounts to be connected to the Service from time to time. Linked accounts are referred to as "Accounts." Further, we reserve the right to determine which accounts can be connected to the Service.
- 10. User Authentication.** We reserve the right to deny access to the Service or reject a transaction on an Account through the Service without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, at our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to the Service or before authorizing an online transaction from an Account. Such verification may be in any form we determine appropriate and may include, without limitation: (a) verification of User ID and/or password; (b) verification of personal information contained in Bank records; (c) correct response to previously submitted personal questions, sometimes referred to as "security" or "challenge" questions; (d) correct response to questions devised from public records and consumer reporting agencies on subjects only the user likely would have personal knowledge, sometimes called "out of wallet" or "knowledge-based authentication" questions; (e) verification of online activity by simultaneous contact through a non-online channel, sometimes called "verify by phone" or "out of band" authentication; (f) by sending you a code, either by SMS text or by an automated phone call, and requiring that you enter the code into online banking, online banking for small business or mobile banking; or (g) any verification procedure that we may determine appropriate.

In the event you do not successfully provide the information requested, we may, at our sole discretion: (a) refuse a transaction; (b) require you to contact us by phone or in person at a branch for further validation of identity; (c) cancel the Service; and/or (d) take any security precautions we deem appropriate to prevent unauthorized use of the Service or Account or account.

- 11. Security Procedures.** The Codes are the Security Procedures. You agree that the Bank may use the Security Procedures to verify the authenticity of an instruction, transfer request or payment order request (collectively, a "Communication") delivered to the Bank in your name. If the Bank verifies the authenticity of the Communication using the Security Procedures, then the Bank may rely on it and you will be obligated by the Communication, whether or not the Communication was authorized by you (unless the Communication is an electronic fund transfer under Regulation E, then you may have additional rights). Also, if a Communication was authorized by you, then you will be obligated by the Communication even if the Bank did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

You agree to consider the size, type, and frequency of transfers, Communications, or other money transactions you use the Services to accomplish. You will consider the risks presented by the possibility of unauthorized access to these Services and your obligation by the Communications even though they are unauthorized. You agree and acknowledge that the Security Procedures are commercially reasonable for you, after considering these risks. Further, you agree and acknowledge that you will be bound by the Communications in your name as set forth above.

Further, in your review of the Services, you agree to notify the Bank in the event your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Security Procedures you are using for that Service. If you fail to notify the Bank, then you acknowledge and agree that the security aspects of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

- 12. User Responsibility for Online Security.** To sign onto the Service, you are required to input a User ID and password. After initial online setup, you will be required to select your own password. To help safeguard your security, you should change your password frequently. Your password can be changed within the Service. Do not write your password anywhere or store it on your computer. If you forget your password, use the Forgot Password process in the Service or contact us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts to regain access. You should never include your password in any oral, written, faxed, or email communication with us or anyone. No Bank employee will ever ask you for your password.

You acknowledge that maintaining confidentiality of the Account is your responsibility. You agree to maintain your account information and online User ID and password in strict confidence in order to prevent unauthorized access to your accounts and the Service. You further agree to immediately notify us of any unauthorized use, or potential unauthorized use, of the Service or Account, or of any suspicious or unexplained activity in the Account. You acknowledge that anyone with whom you share or who otherwise uses your User ID and password will have access to your Accounts for all purposes, including making withdrawals and transfers regardless of ownership of such accounts and you are authorizing that person to do anything you can do with the Service at any time.

Also, you agree and acknowledge that due to the single sign-on feature, your User ID and password will have access to your linked brokerage accounts, which may be governed by UBIS Portfolio Connection Agreements, including but not limited to, the online investing terms and conditions of the *UnionBanc Investment Services Commission & Fee Schedule, Disclosures, and Services*, and that anyone with whom you share or who otherwise uses your User ID and password can place trades and engage in other brokerage activity. You further acknowledge that you will be responsible for any access to and from all linked brokerage accounts for any purpose.

**13. Account Statements.** We provide Personal Account customers with statements for their Accounts, which are checking, savings and/or money market accounts held at the Bank. Generally, Personal Account customers receive either paper or electronic statements, depending on his or her designation within the Service (if there is no designation, then the Bank will send paper statements). In the event you receive electronic statements, you may log into the Service and request paper statements instead of electronic statements. For Business Account customers enrolled in the Service, statements will be provided electronically and on paper. Also, we offer Business Account customers the ability to suppress their paper statements; however, the Bank may at any time and without notice discontinue providing paper statements. You agree to receive statements online for all accounts eligible for online statements in the Service. You may change or indicate your preference by selecting the applicable choice available to you within the Service or by contacting us at 877-671-6877. Online statements may contain the same information as a paper statement, in addition to access to images of the front and back of paid checks and deposit slips. We will notify you electronically when an online statement is available for viewing within the Service. You agree and acknowledge that each such electronic "statement ready" notice shall be deemed as the date the applicable online statement was sent to, and received by, account owners. You agree to contact us promptly if you do not receive your online statement for any reason.

Online account statements, including images of the front and back of paid checks and deposit slips, will be available for 7 years after date of delivery. You may print the documents or save them to your computer. If you encounter difficulty saving or printing the online statement or images of supporting transactions, contact us at 800-238-4486 for a paper copy of the documents. Personal Account customers can terminate online statement delivery for any of your Accounts at any time by changing your statement delivery preference to receive a "paper statement only" within the Service or by calling us at 800-238-4486. A fee to receive a paper statement may apply. See the applicable Account Agreement.

We will make statements for your Accounts available to you as required by law or upon request. We may stop making statements available at any time without notice should your account become closed.

**14. Viewing Information.** You can use the Service to obtain balance and transaction information about your Accounts. Ledger Balance and Available Balance shown are defined in the applicable Account Agreement. In addition, information about deposits which have not yet posted is available.

Balance and transaction information provided to you as part of the Service is not the official record of your Accounts, or its activity. Your account statement, furnished to you by us in electronic or paper format, whichever is applicable, is the official record. Balance and transaction information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any action.

If you overdraw your checking account and you have Deposit Overdraft Protection, as set forth in your applicable *Personal Accounts & Services Disclosure and Agreement* or *Business Accounts & Services Disclosure and Agreement*, the credit to your checking account will appear on the day the checking account is overdrawn, and the debit to your savings or money market account (transfer from account), will not appear until the following Business Day. This means that your Transfer From Account balance will be overstated by the transfer amount for one day. The transfer will be debited the following Business Day.

**15. Transfers Between Your Accounts Held with the Bank.** Through the Service, you may transfer an amount of your Available Balance from an Account owned by you to another Account. Transfers to and from your Union Bank Accounts are usually effective immediately if the “from” account has a sufficient Available Balance and security controls are met. You agree that you will not attempt to add accounts to your Service that you do not have the authority on which to transfer funds. Also, you agree that you cannot use the Service to transfer funds from a Consumer Loan Account to an Account other than from your overdraft line of credit.

At our discretion, we may establish customer eligibility requirements for transfers. We may further establish limits on amount and frequency of transfers. We may change such eligibility requirements and transfer limits without prior notice to you. If a transfer exceeds current limits, it will not be processed. Funds availability and cutoff times are set forth in Section 30 of this MOLB Agreement. If there is an insufficient Available Balance in an account you designate to make a transfer, or if making an advance would cause your line of credit account to exceed your credit limit, we may refuse or reverse the transfer/advance. If we choose, we may complete the transfer by overdrawing your account or by making an advance on your line of credit in excess of your credit limit. We may charge a fee for each transfer request that would overdraw your account (or exceed your credit limit), whether or not we complete the transfer or advance. Each advance made from a line of credit account will be treated as a loan advance.

**Note:** The Service may allow you do a transfer from an Account, which is a checking, money market or savings deposit account, owned by you to a deposit account not owned by you but held at the Bank. Additional terms and conditions apply for Personal Accounts; please see Section 43, entitled “Account Transfers to Accounts Not Owned by You” for details.

**16. Transfers Between Your Accounts Held with the Bank and with other Financial Institutions.** The Service allows you to engage in external transfers where you can make transfers from one or more of your deposit accounts held with the Bank, which includes your checking, savings, and money market accounts, to deposit accounts held in your name at another financial institution located in the United States. Also, you can engage in transfers where you can instruct us to transfer money from your account at other financial institutions to one or more of your deposit accounts held at the Bank. Further, customers with Personal Accounts may be able to transfer money from an Account held at the Bank to an account held at another financial institution that you do not own or that we have not verified. Additional terms and conditions apply for Personal Accounts; please see Section 43, entitled “Account Transfers to Accounts Not Owned by You” for details. However, customers with Business Accounts will not be able to request a transfer from an internal account held with the Bank to an external account not held in their name at another financial institution. These external transfers to and from your deposit accounts are referred to as an “Owned External Transfer” or collectively as “Owned External Transfers.”

**Verification Methods.** The Service offers two verification methods when you want to add a deposit account you own in your name held at another financial institution. Specifically, before the Service will allow you to transfer money to or from an owned external deposit account, the Service will verify that you own the external deposit account by either real time verification or trial deposit verification. Real time verification requires that you provide the online banking credentials to access your external owned deposit account into the Service. Specifically, if the financial institution, that holds your external deposit account, participates in real time verification, then the Service will pass on your online banking credentials for such financial institution and your other financial institution will tell the Service if the online banking credentials are valid. If they are valid then you will be able to add the applicable owned external deposit account(s) immediately to the Service.

Trial deposit verification does not require you to enter your online banking credentials to access your external deposit accounts. Instead, the Service will request the routing and account number of your owned external deposit account. The Service will make two deposits (in different amounts) into and one withdrawal from your owned external deposit account. Specifically, you agree and understand that the trial deposits made to your owned external account are provisional and therefore may be withdrawn. This means that you should not consider the trial deposits made to your owned external deposit account as your money in your owned external account. When your external owned deposit account is in receipt of the two deposits and one withdrawal, you will need to log into the Service and tell us the amounts of the two trial deposits. Specifically, click on the “Transfers” tab within the Service, look at the top of this tab to find a message for verifying deposits, and click on the link provided in the message. You will be required to enter the two different trial deposit amounts. Please note that trial deposit verification requires that you complete the process within 30 calendar days of your owned external deposit account receiving the two trial deposits from the Service.

**Frequency and Dollar Limitations.** Each Owned External Transfer request through the Service has a minimum requirement of \$10.00. Also, the dollar limitations set forth below for each type of Owned External Transfer apply independently to outgoing and incoming transfers of the same type.

However, when it comes to the dollar limits for “all outstanding Owned External Transfers,” all outgoing and incoming Owned External Transfers that are “in process” will be aggregated and included in the calculation for the “limit on all in process Owned External Transfers.” Moreover, the dollar limits for “all in process Owned External Transfers” discussed below are the maximum dollar amounts that can be “in process” at any given time for that particular type of transfer (again, this includes both outgoing and incoming Owned External Transfer requests for the particular transfer in question, e.g., Standard Owned External Transfer and High Limit Owned External Transfer). When you reach your “process limit”, you will not be able to schedule additional Owned External Transfers (incoming or outgoing) via the Service until the status indicator on the “History” tab shows a “Completed, Paid or E-Sent” status.

It may be possible that the two types of Owned External Transfers, as listed and defined below, with their corresponding dollar limits, may not be available to you at all times. Generally, the Service allows you to use the “Standard Owned External Transfer” initially and then you may become eligible for “High Limit Owned External Transfer.” In order to be eligible for the High Limit Owned External Transfer, you must: (i) have no previous Owned External Transfers fail; (ii) have previously successfully completed an outgoing Owned External Transfer between \$1,000 and \$5,000; and (iii) have had 60 days elapse since the successful Owned External Transfer set forth in the foregoing (ii).

In the event that you become eligible for a “High Limit Owned External Transfer” then those dollar limits will replace the dollar limits set forth for “Standard Owned External Transfer.” You will see your eligible limits on the “Make Transfer” tab within the Service when you select “Owned External” account as the “Transfer From” or “Transfer To” account.

Finally, based on your use of the Service and status of your deposit accounts associated with the Service we may terminate your ability to use “High Limit Owned External Transfer” from time to time.

**For Personal Accounts Enrolled in Online Banking:**

The term “Standard Owned External Transfer” or “Standard Owned External Transfers” refers to both incoming and outgoing requests to transfer money.

The following are the dollar limitations for Standard Owned External Transfers (which are referred to as “Standard Limits” within the Service):

- Per transaction limit for each Owned External Transfer: \$5,000
- Business Day limit on all Owned External Transfers: \$5,000
- Limit on all “in process” outstanding Owned External Transfers: \$10,000
- Limit on “monthly” Owned External Transfers: \$20,000
- “monthly” means a rolling 30-day period and neither a calendar month nor a statement cycle.

The term “High Limit Owned External Transfer” or “High Limit Owned External Transfers” refers to both incoming and outgoing requests to transfer money.

The following are the dollar limitations for High Limit Owned External Transfers (which are referred to as “High Limits” within the Service):

- Per transaction limit for each Owned External Transfer: \$20,000
- Business Day limit on all Owned External Transfers: \$20,000
- Limit on all “in process” outstanding Owned External Transfers: \$20,000
- Limit on “monthly” Owned External Transfers: \$80,000
- “monthly” means a rolling 30-day period and neither a calendar month nor a statement cycle

### **For Business Accounts Enrolled in Online Banking:**

The term “Standard Owned External Transfer” or “Standard Owned External Transfers” refers to both incoming and outgoing requests to transfer money.

The following are the dollar limitations for Standard Owned External Transfers (which are referred to as “Standard Limits” within the Service):

- Per transaction limit for each Owned External Transfer: \$10,000
- Business Day limit on all Owned External Transfers: \$10,000
- Limit on all “in process” outstanding Owned External Transfers: \$20,000
- Limit on “monthly” Owned External Transfers: \$40,000
- “monthly” means a rolling 30-day period and neither a calendar month nor a statement cycle.

The term “High Limit Owned External Transfer” or “High Limit Owned External Transfers” refers to both incoming and outgoing requests to transfer money.

The following are the dollar limitations for High Limit Owned External Transfers (which are referred to as “High Limits” within the Service):

- Per transaction limit for each Owned External Transfer: \$20,000
- Business Day limit on all Owned External Transfers: \$20,000
- Limit on all “in process” outstanding Owned External Transfers: \$40,000
- Limit on “monthly” Owned External Transfers: \$80,000
- “monthly” means a rolling 30-day period and neither a calendar month nor a statement cycle.

The fees for engaging in an Owned External Transfer are set forth in applicable screens of the Service and/or in your applicable fee schedule.

**Cut Off Hours; Business Days.** You cannot schedule same day or next day Owned External Transfers through the Service. You must allow a minimum of three Business Days for the Owned External Transfer to be completed. Also, when you schedule Owned External Transfers through the Service, the Service will deem any Owned External Transfer instruction received after 10:00 p.m. Pacific Time on a Business Day as though it was received by the Service on the next Business Day. Further, any recurring Owned External Transfer request that falls on a Saturday, Sunday, or a federal holiday will be deemed as though it was received on the next Business Day.

**Setting Up One-Time and Recurring Owned External Transfers.** The Service allows you to set up one-time or recurring Owned External Transfers. The frequency options for the recurring intervals are set forth in the “Recurring Transfers Settings” window offered by the Service. However, there are limitations on how far in the future you can schedule either a one-time or recurring Owned External Transfer. Specifically, any Owned External Transfer instruction for a future one-time Owned External Transfer may be scheduled 364 days in advance. Also, any Owned External Transfer instruction for a recurring Owned External Transfer may be scheduled for a maximum of 999 recurring payments. **Note:** Business Account customers are not permitted to use a Personal Account to fund an Owned External Transfer in Online Banking for Small Business.

**Cancelling Owned External Transfers.** You can cancel any Owned External Transfer that has not been processed by selecting the “x” delete icon in the Actions column on the “Scheduled Transfers” tab. However, if the Owned External Transfer is scheduled on the same Business Day that you want to cancel it, then the Service will not let you cancel your Owned External Transfer. Also, for future scheduled Owned External Transfers, you must transmit your request to skip or cancel an Owned External Transfer before 10:00 p.m. on the Business Day before your Owned External Transfer is processed.

**17. Online Bill Payment.** Our Online Bill Payment Service (the “Bill Pay Service”), which is part of the Services, allows you to initiate bill payments (collectively the “Bill Payments” and individually a “Bill Payment”) through the Bill Pay Service to one or more payees (collectively the “Payees” and individually a “Payee”). Specifically, you can use the Bill Pay Service to:

- Pay bills to merchants, institutions, or individuals with a U.S. address only. Also, some bills may be paid on the same Business Day you log into the Bill Pay Service. There is a \$15 Bill Pay Expedited Payment Fee for having a bill paid through the Bill Pay Service on the same Business Day. Please refer to your applicable Fee Schedule for current fees.

- Make a payment on a consumer or small business loan or line of credit that you have with the Bank. This includes, but is not limited to, your Union Bank credit card and other consumer loan accounts. However, you may choose to use the ACH Payments Service to make loan payments on your Personal Loan Account. See Section 18 below.
- Receive an eBill, which is an electronic bill (for monies you owe) sent from a third party to the Bill Pay Service, by participating Payees (not all Payees offer eBills).
- Set up Bill Payment instructions for both non-eBills and eBills to allow for Bill Payments to be made on a one-time or recurring basis.

**Availability and Use.** The Bill Pay Service is generally available seven days a week and 24 hours a day. However, the Bill Pay Service may from time to time be unavailable due to maintenance (please see the heading “Service Unavailability” below for further information). The Bill Pay Service allows you to fund payments from your checking and money market accounts held with the Bank in order to pay third parties or to make payments for loans held with the Bank. Also, the Bill Pay Service allows you to make transfers from your UBIS Portfolio Connection brokerage account (specifically from the cash balance portion of your UBIS Portfolio Connection brokerage account) in order to pay third parties or to make payments for loans held with the Bank. The Bill Pay Service is only available for the types of accounts listed in this paragraph and is not available for other Accounts or accounts. Refer to the applicable Account Agreement for further details.

Further, the Bill Pay Service and this MOLB Agreement do not alter your liability or obligations that currently exist between you and your Payees (including, but not limited to, Union Bank).

**Making Payments on Personal or Small Business Loans.** You may use the Bill Pay Service as a means to provide instructions to the Bank to fund payments from your checking or money market account or UBIS Portfolio Connection brokerage account in order to make one or more payments on a one-time or recurring basis for certain loans. Specifically, you may make Bill Payments on commercial loans or Consumer Loan Accounts held with the Bank. However, for payment on your Personal Loan Account, you can choose to use the ACH Payments Service instead. You agree and acknowledge that you are responsible for paying the amount due on your loan for the applicable payment period and that the Bank is not responsible if the Bill Pay Service accepts and processes a payment that is not sufficient to meet the minimum or other amount due for the period in question. Further, in the event you want to pay off any remaining balance owed on your loan, you agree and acknowledge that it is your responsibility to determine the amount and the date for which the outstanding balance must be paid in full in order to avoid further finance charges, interest or other fees. The Bank recommends that you contact Consumer Loans at 800-238-4486 or Mortgage Loans at 800-888-5990 or Union Bank Personal Loan Accounts at 833-683-4562 to determine the outstanding balance and date that the outstanding balance payment must be received in order to pay the loan in full.

All Bill Payments scheduled through the Bill Pay Service to make a payment to the Bank for loans at the Bank will only be processed by the Bank if you have a sufficient Available Balance in the applicable Pay From account (as defined below). The Bank may consider any Overdraft Protection Services linked to your Pay From Account when deciding whether to execute your Bill Payment request.

**Pay From Account.** Each Bill Payment request that you initiate through the Bill Pay Service must have a designated Account, that is a checking, money market, or UBIS Portfolio Connection brokerage account, which will be used to fund the Bill Payment. Specifically, the first time you initiate a request for a Bill Payment through the Bill Pay Service to make a payment to the Bank or a third party, you must indicate the Account from which you want the money to be debited in order to fund the Bill Payment (the “Pay From” account). Thereafter, that designated Account will be the default Pay From account for that specific Payee, provided that the Account remains in an active and Bill Payment-eligible status. You may set up a different Account for each Bill Payment; however, recurring Bill Payments must use the same Account you designated for the first Bill Payment in the recurring series for the particular Payee, for all recurring payments.

**Designation of a Payee.** You can use the Bill Pay Service to pay an individual or a business. However, you can only designate Payees with U.S. addresses. We may refuse to accept certain parties as Payees or may delete Payees from our system and/or Bill Pay Service if you do not send a Bill Pay to them for an extended period of time. Further, you agree and acknowledge that you will not use the Bill Pay Service to pay taxes. For further information, please see the heading “Scheduling Your Payments” below.

**Payment Processor.** You agree and authorize the Bank's use of a third party payment processor ("Payment Processor") in order to facilitate one or more Bill Payments. Specifically, you agree and acknowledge that the Bank and/or the Payment Processor may send Bill Payments on your behalf in order to execute one or more Bill Payment requests delivered in your name to the Payee through the Bill Pay Service by: (i) sending funds belonging to the Payment Processor to your Payee and then debiting your Pay From account on the Arrive By date (as defined below); or (ii) creating a negotiable instrument drawn off your Pay From account that uses your Pay From account routing and account number ("Bill Pay Draft") and making it payable to the Payee you designated in the Bill Pay Service.

**Payment Methods.** The Bill Pay Service, which includes the Bank's use of a Payment Processor, may complete your Bill Payment by transferring funds electronically ("Electronic Payment Method") from the Payment Processor's deposit account to your Payee, or by mailing or otherwise delivering a paper check ("Check Payment Method") payable to the Payee, drawn on the Payment Processor's corporate account, to render the payment on your behalf. You agree and acknowledge that a paper check under the Check Payment Method will be issued with the condition that it is void after 90 calendar days and the Bank is not responsible if your Payee does not negotiate the check in time. In some cases, the Payment Processor will create a Bill Pay Draft ("Draft Payment Method") payable to the Payee, drawn off of your Pay From account, and mail it by regular mail through the U.S. Postal Service. You agree and acknowledge that a Bill Pay Draft under the Draft Payment Method will be issued with a condition that it is void after 180 calendar days and the Bank is not responsible if your Payee does not negotiate the draft in time.

**Mail Merge.** You agree and acknowledge that the Bill Pay Service and/or Payment Processor may comeingle in one envelope, paper check or Bill Pay Draft payments payable to different payees that share the exact same address. This means the Payment Processor may send your Bill Payment and other bill payments, belonging to users of this Bill Pay Service and/or users of other bill pay services offered by unrelated institutions, by U.S. mail in the same envelope. However, please note that in order for there to be a mail merge by the Bill Pay Service and/or Payment Processor, you and others would have to schedule Bill Payments or bill payments with the same Arrive By date to two or more payees with the exact same address. You agree and acknowledge that the Bank is not responsible in any manner whatsoever for the ability of third parties to view your Bill Payment in the event of mail merge.

**Scheduling Your Payments.** You choose the date the Payee will receive your Bill Payment (the "Arrive By" date). Typically, electronic payments, under the Electronic Payment Method, as defined above, can be delivered in 1-2 Business Days, and paper check payments, under the Check Payment Method, as defined above and Bill Pay Draft payments, under the Draft Payment Method, as defined above, can be delivered in 2-4 Business Days. The Bill Pay Service will not permit you to select an Arrive By date earlier than the earliest possible Arrive By date available for each Payee. Specifically, the Bill Pay Service will display the earliest date you can designate as the Arrive By date for each Payee. You can choose the earliest date displayed or you can choose a later date. However, any recurring Bill Payment request you designate that falls on a non-Business Day will be changed to have an Arrive By date that falls on the previous Business Day. For further information, please see the heading "Cutoff Hours; Business Days" below.

You agree and acknowledge that it is your responsibility to schedule payments through the Bill Pay Service in a manner that allows for a sufficient amount of time for the Bill Payment to be processed and delivered before the day by which the Payee indicates your payment is due (the "Due Date"). Further, the Bank recommends that you do not schedule a Bill Payment with an Arrive By date that falls within any grace period (meaning the period between the Due Date and the date for which the Payee deems that your payment is not considered late) that your Payee grants you. The Bank will not be liable for late charges, penalties, interest, finance charges and other damages if you schedule your Bill Payment with an Arrive By date that falls within a grace period.

Further, the Bank assumes no responsibility for late Bill Payments if you do not properly schedule and submit your request. To ensure that critical or time-sensitive payments, such as insurance premiums, are made in a timely manner, we recommend that you schedule those Bill Payments for such payments well in advance of their Due Dates. Payees may require extra time to post a Bill Payment to your account held with the Payee because they do not receive a payment coupon or invoice number with the Bill Payment. Some Payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice.

Finally, the Bank strongly recommends against using the Bill Pay Service to pay your taxes, as local, state and federal agencies frequently require that coupons accompany these payments. For this reason, the Bank will not be liable for penalties, interest or other damages of any kind imposed by or otherwise connected to tax agencies.

**Debiting Your Pay From Account.** The date on which your applicable Pay From account is debited as a result of the Bill Pay Service executing your Bill Payment request depends on what method was used by the Bill Pay Service for the particular Payee.

Specifically, if the Bill Pay Service pays your Payee using the Electronic Payment Method, the payment method will display as “Electronic” on the History tab, and your Pay From account will be debited on the Arrive By date you selected. If the Bill Pay Service pays your Payee using the Check Payment Method, the payment method will display as “Check” on the History tab and your Pay From account will be debited on the Arrive By date you selected. Further, if the Bill Pay Service pays your Payee using the Draft Payment Method, the payment method will display as “Draft” on the History tab and your Pay From account will be debited when the Payee negotiates the Bill Pay Draft (meaning the Draft is presented for payment due to the Payee depositing or cashing the Bill Pay Draft). The History tab can also be used to view the status of each specific Bill Pay Draft. Specifically, if the Bill Pay Draft has been paid and your Pay From account has been debited, then you will see the status of “Draft-Cleared Account” for the applicable Bill Pay Draft. The Draft Payment Method may result in your Pay From account being debited earlier than the Arrive By date.

**Frequency and Dollar Limitations.** For one-time and recurring Bill Payments, including payments to the Bank and to third parties as allowed by the Bill Pay Service, you may schedule as many one-time and recurring Bill Payments as you like. However, there are dollar limitations for each type of Bill Payment. Specifically, for Bill Payments made to the Bank in order to pay on a loan with us, either on a one-time or recurring basis, you may make a minimum Bill Payment of \$0.01 and a maximum of \$10,000,000. Further, for Bill Payments to a third party, either on a one-time or recurring basis, you may make a minimum Bill Payment of \$0.01 and a maximum of \$250,000. There are limitations on how far in the future you can schedule one-time and recurring Bill Payments. Please see below under the heading “Setting Up One-Time and Recurring Payments” for further information.

**Cutoff Hours; Business Days.** You may be able to make same-day payments through the Bill Pay Service. Specifically, you can schedule a Bill Payment to make a loan payment to the Bank on the same Business Day that you log into the Bill Pay Service provided that you log in and successfully complete the Bill Payment instruction by 11:59 p.m. Pacific Time. However, whether you can schedule a Bill Payment to a third party on the same Business Day depends on the Payee and the Bill Pay Service. More specifically, the Bill Pay Service has an indicator as to the earliest “Arrive By” date that you can schedule for each Payee that is a third party. Further, any recurring Bill Payment request you designate that falls on a Saturday, Sunday, or a federal holiday will be changed to have an Arrive By date that falls on the previous Business Day. Also, when you schedule Bill Payments to third parties, the Bill Pay Service will deem any Bill Payment instruction received after 6:59 p.m. Pacific Time on a Business Day as though it was received by the Bill Pay Service on the next Business Day.

**Setting Up One-Time and Recurring Payments.** The Bill Pay Service allows you to set up one-time or recurring Bill Payments for each Payee. The frequency options for the recurring intervals to pay a particular Payee are set forth in the “Frequency” drop-down menu offered by the Bill Pay Service. However, there are limitations on how far in the future you can schedule either a one-time or recurring Bill Payment. Specifically, any Bill Payment instruction for a future one-time Bill Payment may be scheduled 364 days in advance. Also, any Bill Payment instruction indicating a specific number of recurring Bill Payments to make a loan payment to the Bank or to make a payment to a third party may be scheduled for a maximum of 999 recurring payments.

There is an exception to the 999 maximum number of payments limitation. Specifically, if you have a Payee that has presented you with an eBill (as defined below under the heading “eBill Delivery and Presentment”), then you may set up a recurring Bill Payment in the eBill Autopay feature, as defined below, to occur indefinitely. Please keep in mind that it is possible to have one or more Payees set up on both, recurring or one-time Bill Payments and eBill Autopay, which could cause a Payee to be paid twice.

**Payment Authorization and Remittance.** By providing the Bill Pay Service with names and account information of Payees to whom you wish to direct Bill Payments, you authorize the Bill Pay Service and/or Payment Processor to follow the Bill Payment instructions that it receives through the Bill Pay Service. In order to process Bill Payments more efficiently and effectively, the Bill Pay Service may edit or alter Bill Payment data or data formats in accordance with Payee directives.

When the Bill Pay Service receives a Bill Payment instruction, you authorize the Bill Pay Service to debit your Pay From account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Arrive By date designated by you. You also authorize the Bill Pay Service to credit your Pay From account for Bill Payments returned to the Bill Pay Service by the United States Postal Service



or Payee. Further, you agree and acknowledge that any Bill Payments returned as an ACH credit will be handled as set forth below under the heading "ACH."

The Bill Pay Service will attempt to make all your Bill Payments properly. However, the Bill Payment Service and/or Payment Processor shall incur no liability whatsoever for failure to complete a transaction (as described in Part B, Section 45, under the heading "Bank's Liability"). Bill Payments shall be void if the Bill Pay Service is unable to complete any Bill Payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Bill Pay Service, your Pay From Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account. Please refer to your *Personal Accounts & Services Disclosure and Agreement* and/or *Business Accounts & Services Disclosure and Agreement* for details;
- ii. The Bill Pay Service is not working properly and you know or have been advised by the Service about the malfunction before you initiated the Bill Payment request;
- iii. You have not provided the Bill Pay Service with the correct Bill Payment information, or the correct name, address, phone number, or account information for the Payee; and/or,
- iv. 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 Pay From account or causes funds from your Pay From account to be directed to a Payee which does not comply with your Bill Payment instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Pay From account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**Disconnected Online Session.** If you are disconnected from the Bill Pay Service before you log out, we recommend that you log back into the Bill Pay Service to verify that the Bill Payments or transfers you scheduled appear on your "Scheduled Payments" screen. If a scheduled Bill Payment or transfer is missing, call the Bank at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts. Do not reissue any Bill Payment requests made during the interrupted session unless we advise you to do so. Otherwise, a duplicate Bill Payment could result. You authorize the Bank to pay any duplicate Bill Payments you issue. We will not be responsible for any Payee's refusal to return any duplicate Payments issued by you.

**Rejected Payment Requests.** The Bank may reject a Bill Payment request if it appears to be fraudulent or erroneous. A Bill Payment request may also be refused if there is any uncertainty regarding the transacting party's authority to conduct the transaction, or if there is any dispute or uncertainty regarding the ownership or control of the Pay From account. We and the Payment Processor reserve the right to reject your Bill Payment request if profane, abusive, or threatening language is used in your instruction. Use of such language may result in cancellation of the Bill Pay Service and/or the Service.

**Insufficient Funds.** In using the Bill Pay Service, the Bank or the Payment Processor will make Bill Payments for you from your Pay From Account when you instruct the Bank or Payment Processor to do so. After making such Bill Payments per your Bill Payment instructions, the Bill Pay Service will debit your Pay From Account.

You are responsible for ensuring there is a sufficient Available Balance in the Pay From Account on the date of the Bill Payment. If there are insufficient funds in your Pay From Account, the Bank or Payment Processor may notify you directly and will make up to 3 attempts to clear the item, the initial attempt and two retries. If there are still insufficient funds after the third attempt, then the Bill Pay Service will be suspended until the Payment Processor is paid by you. Suspension of the Bill Pay Service means that you may still view your Bill Pay history; but, any new or pending Bill Pay requests will not be allowed during the suspension of the Bill Pay Service. However, any Bill Pay requests shown as "In Process" in the Service will be allowed and therefore sent. This holds true even if one or more Accounts had sufficient funds to fund a particular Bill Pay request and/or you requested the Bill Pay request before the suspension. Also, you agree and acknowledge that the Bill Pay suspension may affect your ability to engage in Bill Pay Services for other deposit accounts held at the Bank or at other financial institutions for which the Payment Processor also provides similar services and we are not liable whatsoever for non-ability of Bill Pay Services. Further, if monies are owed, the Bank or the Payment Processor may contact you directly to seek reimbursement for

Bill Payments made on your behalf as a result of executing your Bill Payment requests. In each such case, you agree that:

- i. You will reimburse the Bank or the Payment Processor immediately upon demand for the amount of the Bill Payment if we have delivered the Bill Payment to the Payee and there are insufficient funds in, or insufficient overdraft protection funds associated with, your Pay From Account to allow us or the Payment Processor to complete the debit processing;
- ii. For any amount not reimbursed to the Bank or the Payment Processor within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by the Bank or the Payment Processor;
- iii. When a Bill Payment is presented or re-presented against an insufficient Available Balance in your Pay From Account, the Bank will look to any linked Overdraft Protection Services you established for your account as set forth in your applicable *Personal Accounts & Services Disclosure and Agreement* or *Business Accounts & Services Disclosure and Agreement*. If you do not have sufficient available balances or available credit in your linked Overdraft Protection Service(s) to pay the Bill Payment, your Pay From Account will be overdrawn. If an overdraft occurs, the Bank can exercise our discretion to pay the Bill Payment or return the Bill Payment unpaid. If the Bank returns the Bill Payment unpaid, the amount of the Bill Payment will be credited to your Pay From Account the following Business Day.  
  
You may be assessed an overdraft or non-sufficient fund fee by the Payment Processor and by the Bank for each attempt to debit the Bill Payment from the Pay From Account when there is an insufficient Available Balance in the Pay From Account, whether the Bill Payment is paid or returned unpaid; the fee amount will be as set forth in your fee schedule. You hereby authorize us to deduct these amounts from your designated Pay From Account, including by ACH debit;
- iv. You will reimburse us and the Payment Processor (including Payment Processor's designated debt collection agency, if applicable) for any fees or costs the Bank and/or the Payment Processor incurs in attempting to collect any amounts from you; and
- v. The Bank and the Payment Processor are authorized to report the facts concerning the debt to any credit reporting agency.

**No Signature Required.** When a Bill Payment is requested using the Bill Pay Service, you agree that the Bank or the Payment Processor may charge your Pay From account to make the payment without your signature. Further, when using the Bill Pay Service to make transfers from Pay From accounts with an insufficient Available Balance, you agree that the Bank and/or Payment Processor may continue to make Bill Payments on your behalf even though such action may cause an overdraft and/or a draw from a linked Overdraft Protection Service without your signature for the draw. Finally, you agree and acknowledge that you will be responsible for all fees, charges and interest associated with overdrafts and/or draws on your linked Overdraft Protection Service(s).

**Cancelling or Modifying Payments.** After a Bill Payment request is transmitted through the Bill Pay Service, and while the Bill Payment is still in a "pending" state, you may use the Bill Pay Service to cancel or modify the pending Bill Payment on the Bank's "Scheduled Payments" tab in the Bill Pay section, or by calling us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts. Bill Payments in an "In Process" or "Processed" status cannot be canceled or modified.

The Bill Pay Service's ability to process a stop payment request for one or more scheduled Bill Payments will depend on the payment method (e.g., Electronic, Check, or Draft) and whether the paper check, under the Check Payment Method, or Bill Pay Draft, under the Draft Payment Method, has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a Bill Payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact customer care for the Bill Pay Service at the number above, or in the manner set forth in Section 35 below. Although the Bill Pay Service will attempt to accommodate your stop payment request, the Bill Pay Service will have no liability for failing to do so. The Bill Pay Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request on a Bill Pay Draft will be the current charge for such service as set out in the applicable fee schedule. A stop payment fee may apply. Refer to your *Simply Stated Product Guide* and applicable Fee Schedule. The placement of a stop payment request on a Bill Pay paper check or Bill Pay Draft could result in an inactivation of your Bill Pay profile.

**eBill Delivery and Presentment.** This feature is for the presentment of electronic bills ("eBills") only

and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's eBill options, you also agree to the following:

- i. Information provided to the Payee. The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all User IDs and passwords for all Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Payee, provide to the Payee your email address, mailing/service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about the Payee's services and/or bill information.
- ii. Activation. Upon activation of the eBill feature the Bill Pay Service may notify the Payee of your request to receive eBill information. The presentment of your first eBill 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 statement(s) is at the sole discretion of the Payee. While your eBill feature is being activated it is your responsibility to keep your accounts with each Payee current. Each Payee reserves the right to accept or deny your request to receive eBills from the Payee through the Bill Pay Service.
- iii. Authorization to obtain bill data. Your activation of the eBill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your User ID and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.
- iv. Notification. The Bill Pay Service will attempt to present all of your eBills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an email notification to the email 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 log in to the Bill Pay Service and check on the delivery of new eBills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- v. Cancellation of eBill notification. The Payee reserves the right to cancel the presentment of eBills at any time. You may cancel eBill 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 Service will notify your electronic 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 eBills that are already in process at the time of cancellation.
- vi. Non-Delivery of eBill(s). You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- vii. Accuracy and dispute of an eBill. The Bill Pay Service is not responsible for the accuracy of your eBill(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.
- viii. eBill Autopay. The Bill Pay Service has a feature that is separate and independent from the rest of the Bill Pay Service. Specifically, when presented with an eBill through the Bill Pay Service, you are given the option to set up payment ("eBill Autopay"). You can use the eBill Autopay separately and instead of the normal Bill Payment functionality of the Bill Pay Service. Or, you can use the eBill Autopay separately and concurrently with the normal Bill Payment functionality of the Bill Pay Service. If you give instructions for both a Bill Payment and an eBill Autopay, then your instructions under both features will be followed unless you specifically instruct the Bill Pay Service otherwise.
- ix. Safeguarding your eBill. You agree and acknowledge that each eBill is provided by the Payee and resides on the site of the Payee even though the Service allows you to click on a link in order to view your eBill. This means that once you click on the link to view an eBill, you are leaving the Bank's secure website. The information security and privacy standards of the Payee's website may differ from the Bank's. We encourage you to read the Payee's policies on privacy and information security. Also, we strongly recommend that you close the link and delete your browser history after you have viewed an eBill.

With the normal Bill Payment recurring payment functionality, you can give instructions regarding the

specific dollar amount, frequency, Arrive By date, and Pay From account for a series of automatic Bill Payments to be made. But with the eBill Autopay functionality, you can give instructions for the amount, Arrive By date and Pay From account along with the ability to set additional parameters. The additional parameters allow you to set how the particular Payee will **always** be paid each time the particular Payee presents you with an eBill through the Bill Payment Service. Specifically, you can give an eBill Autopay instruction to always pay a particular Payee: (1) for the amount due; (2) only if the eBill amount due is less than or equal to a specific dollar amount; or (3) a specific dollar amount.

The eBill Autopay feature also gives some additional flexibility with scheduling your Bill Payment. Specifically, you can schedule your Bill Payment through the eBill Autopay in one of the following ways: (1) to be delivered on the Due Date set forth in the eBill; (2) to be delivered on the earliest available date after the eBill is received by you through the Bill Pay service; or (3) to arrive one to five days before the Due Date set forth in the eBill.

- 18. ACH Payments Service.** The Service allows you to make payments on your Personal Loan Account either as a one-time or recurring (also known as Auto-Pay) basis. However, you must also agree to the terms and conditions of each applicable payment screen and the Electronic Payment Authorization agreement, which is incorporated into this MOLB Agreement, by this reference, in order to authorize us to debit the Deposit Account (designated by you within the Service) in order to make a payment on your Personal Loan Account.

**One-time payments:** The one-time payment option allows you to make a payment on your Personal Loan Account, using your existing Deposit Account, on a one-time basis. You can designate whether you want the payment amount to be the minimum payment due, or some other amount; if Auto-Pay is on, the other amount can be any amount; but if Auto-Pay is off, the other amount must be equal to or greater than the minimum payment due. The date of the debit will be either the date that you are in the Service initiating the payment or another date that you set in the future, provided that such date is no more than 180 days in the future. Also, you must give us the account and routing number for the Deposit Account that you would like to use to fund your payment.

**Auto-Pay.** The Auto-Pay option allows you to make a payment on your Personal Loan Account, using your existing Deposit Account, on a recurring basis. Specifically, you can designate the same payment amount to be debited from your Deposit Account each month. The date of each future monthly debit will be the date that is set forth in each applicable Personal Loan Account statement. Also, you must give us the account and routing number for the Deposit Account that you would like to use to fund your payments. The same Deposit Account will be used for all future payments unless you change it in the Service.

**Please note that the first initial debit to the Deposit Account in the series of recurring automatic debits under the Auto-Pay option will occur for the current billing cycle provided that you log into the Service and complete enrollment in the Auto-Pay option no later than 5:55 p.m. Pacific Time of the calendar day that is 3 calendar days prior to the due date of the current bill. For example, if the payment is due on a Monday, Auto-Pay must be turned on before 5:55 p.m. on the preceding Friday. If you do not complete your Auto-Pay instruction in a timely manner, then the first initial debit to the Deposit Account will occur the next billing cycle. If you have an outstanding balance and would like to make a one-time payment on your Personal Loan Account that is not a scheduled Auto-Pay, then please use the one-time payment screens within the Service.**

**Authorization.** Each time you initiate a payment instruction involving your Deposit Account and your Personal Loan Account, you authorize us to initiate an Automated Clearing House (ACH) debit or an internal on-us debit, if applicable, from the Deposit Account you designate, in the amount you request and payable to your Personal Loan Account. You agree and acknowledge that if the date of the debit falls on a non-Business Day, then the debit will occur the next Business Day. Further, when you designate a Deposit Account to be used for making payments, you warrant that you are an owner and/or authorized signer of the Deposit Account and you are authorized to initiate transfers from the Deposit Account for ACH entries or otherwise.

**Sufficient Funds.** You are responsible to ensure that there is a sufficient Available Balance in the Deposit Account being debited on the date of the debit to your Deposit Account. If a debit authorized by you is not honored by your financial institution due to insufficient funds or for any other reason, including, but not limited to closure of your Deposit Account, then MUFG Union Bank, N.A. will not be liable for fees, charges or penalties that may be assessed by your financial institution or MUFG Union Bank, N.A. if the Deposit Account is held with us, for paying the debit or rejecting the debit to your Deposit Account. You agree and acknowledge that you will be charged and you will be responsible for any Returned Item fee we

impose as a result of your institution not honoring a debit you authorized, regardless of the reason. Also, you will be solely responsible for any fees incurred for late or nonpayment as a result of your failure to make alternative arrangements for payment on your Personal Loan Account. Please note that if there are two or more occurrences where your financial institution does not honor a debit you authorized, for any reason, then we reserve the right to make you ineligible for the ACH Payments Service.

**How We Will Process Your Payments.** We will process your payment transaction request as follows: (i) payment requests for a one-time payment submitted on a Business Day will be processed the same Business Day if you select the current date as the payment date provided that the payment transaction request is made on or before 5:55 p.m. Pacific Time; and (ii) all other payment transaction requests including one-time and Auto-Pay requests, will be processed on the date indicated by you through the Service; however, any due date that falls on a non-Business Day will be processed on the next Business Day. Payments are generally applied to your Personal Loan Account balance on the same Business Day; however, it may take up to 2 Business Days to be reflected in your transaction history through the Service.

**Dollar and Frequency Limitations.** There are no limitations on how many times you may set up a one-time or recurring payment through the Service. However, there are dollar limitations for each type of payment. Specifically, for a one-time payment, you can designate whether you want the payment amount to be the minimum payment due, or some other amount; if Auto-Pay is on, the other amount can be any amount; but if Auto-Pay is off, the other amount must be greater than the minimum payment due. Further, the amount of a one-time payment cannot be greater than the outstanding balance. For Auto-Pay, the amount you designate must be greater than or equal to the monthly payment amount, and must not be greater than the outstanding balance. Also, there are limitations on how far in the future you can schedule each one-time payment. You can schedule a one-time payment no more than 180 days in the future. However, each scheduled Auto-Pay request will continue indefinitely, provided that you have an outstanding balance on your Personal Loan Account, until you cancel the Auto-Pay through the Service.

**19. Mobile Banking.** Your enrollment in the Service enables you to access certain features and functionality of the Service by use of an electronic wireless device, such as a mobile telephone or tablet device (“Mobile Banking”). Mobile Banking requires you to have a mobile device with Internet capability.

Mobile Banking offers you possible access, through the use of your mobile device, to one or more of the following Services:

- View balances, transactions, images of paid checks, deposit slips and deposited items
- View and conduct one-time or recurring transfers between your deposit accounts held with the Bank
- Transfers funds between your deposit accounts held in your name at the Bank and held in your name at other financial institutions in the U.S. (Personal Accounts only) (provided that the external deposit account is already set up in the Service prior to using the mobile device)
- Transfer funds from your deposit accounts held in your name at the Bank to deposit accounts not held in your name at the Bank or other financial institutions (Personal Accounts only)
- Initiate a single or recurring Bill Payment to an established Bill Payment Payee
- Add a Bill Pay Payee
- Make mobile check deposits (see Section 20 below for further information)
- Lock or re-activate ATM or debit cards
- Request and order a replacement ATM or debit card
- Set up and manage account and security alerts

Some of the Services listed above may not be available to you because you and/or your mobile device are not eligible for the particular Service.

**20. Mobile Check Deposit.** You can deposit a check through the use of your mobile device (“Mobile Check Deposit”). Specifically, Mobile Check Deposit enables you to deposit checks to your Union Bank deposit account using an iPhone®, iPad®, or Android™ mobile wireless electronic device. An image of the front and back of the physical check, taken using your wireless device, is transmitted to us through the Union Bank Mobile Banking application and processed for deposit into your account. Following your deposit, we send email confirmation of your deposit to the email address we have for you on record in the Service. The physical check is not later deposited or processed. For Mobile Check Deposit, you must be a Union Bank customer for at least 1 Business Day, and your account must be in good standing.

**Eligible Accounts.** Mobile Check Deposit is available only for deposits into a Bank checking, money market, or savings account. Mobile Check Deposit cannot be used to deposit checks into a certificate of deposit. Also, Mobile Check Deposit cannot be used to make loan payments.

**Eligibility Requirements.** At our discretion, we may establish customer eligibility requirements to deposit checks using Mobile Check Deposit. We may further establish limits on amount and frequency of deposits. We may change such eligibility requirements and deposit limits without prior notice to you. If a deposit exceeds current limits, it will not be processed.

**Acceptance and Processing Requirements.** In order for a check to be accepted and processed using Mobile Check Deposit, it must: (a) be an original paper check; (b) be payable to you and endorsed by all payees; (c) contain the appropriate mobile check endorsement (see below); (d) be payable in U.S. dollars; (e) be payable at a financial institution in the United States; (f) be dated within 6 months prior to date of deposit; (g) have all fields completed; and (h) be legible and in good physical condition.

In addition to the foregoing, you agree to either endorse each original check submitted through Mobile Check Deposit with the below restrictive endorsement or check the pre-printed box on the back of the check (if available), along with your signature, in order to minimize the effects of possible fraud or duplicate presentment of the same check:

“For mobile deposit only to Union Bank.”

If you neglect to add to each original check submitted for deposit this restrictive endorsement or check the pre-printed box on the back of the check (if available), then the Bank may reject the deposit, and will not be liable for losses and/or fees you may incur for reversing or debiting your account in the event of fraud or duplicate presentment.

**Prohibited Checks.** We will not accept a: (a) third-party check; (b) substitute check or copy of a check image; (c) check payable at a financial institution outside the United States; (d) check payable in a currency other than U.S. dollars; (e) travelers' cheque; (f) savings bond; (g) future-dated check; (h) check dated more than 6 months prior to deposit; or (i) noncash item.

At our discretion and without prior notice to you, we may further restrict the types and attributes of checks that will be accepted and processed using Mobile Check Deposit.

**Your Responsibilities.** You agree that, once you have deposited a check using Mobile Check Deposit, you will not cash the check, nor negotiate, transfer or deliver the check to any other person or entity, nor deposit the check again through Mobile Check Deposit, at an ATM, in person at a branch or Express Banking kiosk (unless we have directed you to do so), at another financial institution, or through any other means. Do not destroy the original check until the deposit appears on your account statement. Until it appears on the statement, you agree to keep the physical check securely stored to prevent theft or misuse. After the deposit has appeared on your statement, you agree to safely destroy the original check.

Successful completion of a Mobile Check Deposit is dependent upon a good-quality original check and a clear photograph of the front and back of the check. You agree that you are responsible for accurately photographing the front and back of the check according to our instructions. You acknowledge that not all checks that meet our deposit criteria can be successfully deposited through Mobile Check Deposit due to the sensitivity and complexity of image recognition technology or other reasons, such as use of unconventional check stock or failure or interruption of any data transmission channels. You acknowledge and agree that we are not responsible for any loss or liability that you may incur due to inability to deposit, or delay in depositing, a check using Mobile Check Deposit.

**Funds Availability.** Generally, funds representing a deposit using Mobile Check Deposit will be available to you on the 1<sup>st</sup> Business Day after the Business Day the deposit is received. Your deposit is deemed “received” by us if made on a Business Day prior to 9:00 p.m., Pacific Time. Mobile check deposits made after the cutoff or on a non-Business Day will be deemed “received” on the next Business Day. For example, a deposit made on Saturday is deemed received on Monday, and generally your funds will be available for withdrawal on Tuesday. However, we may delay funds availability up to the second Business Day after the Business Day the deposit is received. In some cases, we may delay funds availability up to the seventh Business Day after the Business Day the deposit is received. We will notify you (e.g. by email) if we delay availability of your deposit. Funds availability rules set forth in Federal Reserve Regulation CC do not apply to checks deposited using Mobile Check Deposit.

**Right to Reject.** We reserve the right to reject a check deposit at the time the deposit is attempted using a mobile or wireless device. We further reserve the right, upon subsequent review of the deposited check, to cancel the deposit and reverse prior credit to your deposit account for the amount of the deposited check due to non-negotiability of the check or any other reason that we may determine. We will notify you electronically through the mobile app of our immediate rejection of a deposit. If we subsequently cancel a deposit and reverse credit to your account, we will notify you by email.

We may, upon subsequent review of a deposited check, adjust the amount of the deposit to conform to the legal amount of the check as determined by us. Our determination will be considered final. We will notify you by email of such adjustment.

**Warranties.** A check deposit made using Mobile Check Deposit is subject to the same warranties and representations as though the physical check were deposited, and is subject to the terms and conditions of your Account Agreements.

- 21. Request a Domestic Wire or International Wire.** You may initiate a wire transfer through the Service from an Account to a destination within the United States (domestic wire) or certain foreign countries (international wire). Transaction limits apply. Also, the Service may limit the type of currency (e.g. only in U.S. dollars) the international wire is to be received in. For security reasons, we may require additional verification of your identity prior to authorizing the wire transfer. All wire transfers are subject to the terms and conditions of the Union Bank Master Funds Transfer Agreement and Security Procedures (“MFTA”), which you agree and acknowledge is deemed agreed to each time the MFTA is presented for each one of your wire requests. Also, you agree and acknowledge that your initiation of a wire transfer through the Service constitutes your agreement to the MFTA. A wire transfer fee will be imposed for a completed wire transfer. Refer to the MFTA for more wire transfer information and applicable Fee Schedule for Union Bank wire transfer fees.

**Note:** International wires are only available to Global Expatriate Account, California Account, and Pacific Rim Company Benefit Account program customers serviced by the Japanese Customer Service Unit.

- 22. Place a Stop Payment on a Paper Check.** You can use the Service to place a stop payment order for a traditional paper check you have written on any Account on which you can write checks. To do so, you must provide us with timely, complete and accurate information regarding the account number the check is drawn upon, the check number, and the exact amount of the check (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the check. Also, depending on the date you request a stop payment, we may not be able to verify whether the check has been paid, in which case we may ask you to contact us. Stop payment requests become effective only when we confirm their receipt and have verified that the check has not been paid. Thus, be sure to wait for an online confirmation that a stop payment was placed before you log out of the Service.

To place a stop payment covering a range of checks that are missing or stolen, you must call us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts for personal assistance, or contact your banking office. Other terms and conditions governing stop payments are contained in your applicable Account Agreement.

- 23. Alerts.** Your enrollment in the Service allows you to elect to receive alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain information about the Union Bank account(s) you have designated (“Designated Account”). For example, Alerts may include when your User ID was used to sign on to Online or Mobile Banking, account balances, information about the receipt of wire transfers or other credits to an account, about withdrawals that exceed a certain dollar amount, or if an Overdraft Protection Service(s) is used on your account. Alerts can be set up and managed online through the Service and Mobile Banking.

**Agreement and Acknowledgement.** By subscribing to the Alerts feature of the Service, you acknowledge and agree that: (a) Alerts are provided solely as a convenience; (b) Alerts may not always be sent in or reflect real time and therefore should not be used to determine the actual real time Available Balance in your Designated Account; (c) Alerts are not a substitute for the statements for your Designated Accounts or any other notices we may send you about such Designated Accounts, without regard to the manner in which you have chosen to receive such statements or other notices; and should not be used for real-time account balance reconciliation; (d) such statements and other notices remain the official records of your Designated Accounts; and (e) it is your ongoing obligation to promptly review statements, Customer Notices, and all other correspondence from us regarding your Designated Accounts and other services you obtain from us remains in full force and effect.

**Your Responsibilities; Indemnification.** You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from your providing us a phone number, email address, or other electronic delivery location that is not your own or that you provide in violation of applicable federal, state or local law, regulation or ordinance. Your obligations under this paragraph shall survive termination of this MOLB Agreement.

**Methods of Delivery.** We may provide Alerts through one or more channels: (a) a mobile device, by text message, (b) a mobile device, by push notification; or (c) an email account, by an email message. It is your responsibility to determine that each of the service providers for the communication media described in (a) through (c) above supports the email, push notification, and/or text message Alerts you selected. You agree that the Alerts are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for an Alert by your service providers. By electing Alerts delivery to a web-enabled mobile or cellular device, you agree to receive Alerts through that device. Message and data rates may be imposed by your service provider. The frequency of Alerts delivered to your mobile or cellular device depends upon the frequency of events triggering requested types of Alerts.

**Alert Information is Not Encrypted.** You acknowledge and agree that: (a) Alerts may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status; (b) your Alerts may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and (c) we will not be liable for losses or damages arising from: (i) any nondelivery, delayed delivery, misdirected delivery, or corruption of an Alert, (ii) inaccurate, untimely or incomplete content in an Alert; (iii) your reliance on or use of the information provided in an Alert for any purpose; or (iv) any other circumstances beyond our control.

**24. Contact in Event of Unauthorized Transfer.** If you believe your Code has been lost or stolen, call: 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts, or write: Union Bank, Dispute Resolution T-83E-6469, P.O. Box 66515, Phoenix, AZ 85082-6515.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**25. Duty to Review.** You agree to review promptly all statements, Customer Notices, and transaction information made available to you, and to report all unauthorized transactions and errors to us immediately.

**26. Fees.** In addition to the fees elsewhere described in this MOLB Agreement, you agree to pay the fees set forth in the applicable Fee Schedule and any additional fees that the Bank may establish from time to time, as they may be communicated to you outside of the Fee Schedule. Please copy and paste the following applicable URL address into your browser to locate an electronic version of your Fee Schedule: [unionbank.com/accountterms](http://unionbank.com/accountterms) or [unionbank.com/business/accountterms](http://unionbank.com/business/accountterms). You are also responsible for telephone, mobile, data, message, internet and other similar types of fees incurred by you as a result of accessing and/or using online and mobile banking services.

**27. Periodic Statements.** You will get a monthly account statement (unless there are no electronic fund transfers in a particular month. In any case, you will get the statement at least quarterly).

**28. ACH.**

**Authorization.** You agree and acknowledge that when you use the Service to initiate a transfer to make a payment to someone (including yourself when the account receiving the funds is held elsewhere) other than the Bank, such as a Bill Pay to a third party or an external transfer, you authorize the Bank, Payment Processor to initiate an ACH transaction to your Account. Also, you agree and acknowledge that when you use the ACH Payments Service to initiate a transfer to make a payment to your Personal Loan Account from your Deposit Account held at another financial institution that you authorize us to initiate an ACH transaction to your Deposit Account. Also, you agree that for recurring transfers, this authorization will remain in effect until revoked by you through the Service or by calling us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts or for Personal Loan Accounts calling us at 833-683-4562 at least 3 Business Days prior to the date you scheduled the ACH. You agree and acknowledge that the origination of all ACH transactions to your account or Deposit Account must comply with U.S. law. Also, you agree that the rules governing ACH credits and debits will not apply to any type of transfer request for which the ACH was not actually utilized. Further, you agree and acknowledge



that when you set up any one-time or recurring transfer through the Service, including through the ACH Payments Service, to make a payment to someone or the Bank you will print a copy of the applicable page or screen within the Service for your records.

**Notice.** You agree and acknowledge that the Bank is not required to give you next-day notice after the Bank's receipt of any ACH credit for a rejected or returned transfer request, instead notification is sufficient by posting the re-credited amount to the applicable deposit account held at the Bank used for the debit and listing it on your statement.

**Provisional Payment.** There is an ACH rule that makes payment of an ACH credit entry provisional until the financial institution, which holds the Deposit Account that is credited for the ACH credit entry, is in receipt of final settlement for such ACH entry. You specifically agree and acknowledge that you have received notice of this ACH rule. Further, if there is no final settlement, then the financial institution will be entitled to a refund from the person who authorized the ACH credit entry and you will not be deemed to have paid the amount of the ACH credit entry. For example, if you initiate an external funds transfer request where funds are coming from your external Deposit Account held at another financial institution in order to be credited to your internal Deposit Account held at the Bank and the Bank credits you the amount of the external funds transfer request and you do not have the money in your external Deposit Account held with your financial institution to settle the external transfer request, then we may debit your Deposit Account that you hold with the Bank in the amount of the ACH credit entry and you will not be deemed to have paid the external transfer request.

**Reliance on Your Instructions.** We are not responsible for detecting any errors in any transfer requested by you through the Service. You are responsible for the content of any transfer instruction and the Bank may rely upon the information you provide to the Bank when processing the transfer instruction. The Bank and any other financial institution may rely solely on the account numbers and bank identifying numbers that you provide to the Bank regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your transfers have no responsibility to identify or investigate any discrepancy between names and account numbers. Also, your obligation to pay the amount of any transfer request will not be excused in circumstances where your transfer request describes the name and account number inconsistently or the name and identifying number of the financial institution inconsistently. Further, in such circumstances of describing your Deposit Account within the ACH Payments Service inconsistently, then your payment request will not be executed and your obligation to pay monies on your Personal Loan Account, in order to avoid any applicable fees, penalties, interest and/or finance charges, is not excused in such circumstances.

**29. Hours of Operation and Cutoff Times.** The Service is available to you 24 hours a day; 365/366 days a year, except at times of "Service Unavailability" (see Section 31). Your Account information is updated at 6:00 a.m. (Pacific Time) Tuesday through Friday and 8:00 a.m. (Pacific Time) on Saturday, excluding Federal holidays.

**Payments.** We will begin processing your transaction request at the end of the Business Day if you complete and transmit the request by 11:59 p.m. Pacific Time for all payments, other than Personal Loan Accounts which is by 5:55 p.m. Pacific Time, and mortgage payments made via the My Mortgage Portal which is by 6:00 p.m. Pacific Time, Monday through Friday, excluding federal holidays.

Payment requests submitted after the cutoff time or on non-Business Days will be considered requested the next Business Day. If you attempt to send a transaction request near the cutoff time, and your request is not completed before the cutoff time, your transaction request may be deemed received the next Business Day. The exact timing of the update time may vary without advance notice. We will not be responsible for any loss or delay related to any variation. You may make payments to your Bank loan Accounts, excluding Personal Loan Accounts, up to 11:59 p.m. (Pacific Time) on the Date Due for same day processing (Note: This does not include payments to your Union Bank credit card account).

**Owned External Transfers.** Transfers between an Account and an account owned by you at another financial institution are processed on the Business Day they are scheduled, if the transfer request is received by 10:00 p.m. (Pacific Time). The funds are withdrawn from the funding account the following Business Day and are credited to the receiving account two (2) Business Days later (for example, a transfer submitted before 10:00 p.m. (Pacific Time) on Monday will be withdrawn from the funding account on Tuesday and deposited to the receiving account on Thursday). Once we have processed the transfer request, the transfer cannot be canceled or stopped. Transfers can be scheduled for the current Business Day or up to one year in the future and on a one-time or a recurring basis. Any one-time, future-dated or recurring transfer scheduled for a non-Business Day will be processed on the first Business Day after the Send on Date (also referred to as the Date to Send).

**Unverified Account Transfer.** Transfers from an Account to an external account not held in their name are processed on the Business Day they are scheduled, if the transfer request is received by midnight (Pacific Time). Once we have processed the transfer request, the transfer cannot be canceled or stopped. Transfers can be scheduled for the current Business Day or up to one year in the future and on a one-time or a recurring basis. Any one-time, future-dated or recurring transfer scheduled for a non-Business Day will be processed on the first Business Day after the Send on Date.

**Mobile Check Deposit.** Checks deposited using Mobile Check Deposit before 9:00 p.m. (Pacific Time) on a Business Day will be considered deposited that Business Day.

**Wires.** Domestic wire transfer requests can be submitted through the Service only between 7:30 a.m. and 3:15 p.m. (Pacific Time) on a Business Day. International wires can be submitted at any time, subject to scheduled maintenance or system outages. However, international wires submitted outside of the hours of 7:30 a.m. and 3:15 p.m. (Pacific Time) on a Business Day, will be deemed submitted on that day and time for purposes of cancellation rights, but will not be processed by us until the next Business Day.

**30. Service Unavailability.** Access to the Service may be unavailable with or without notice at certain times for the following reasons:

a. **Scheduled Maintenance.** There are periods when systems require maintenance or upgrades. These typically occur as follows: (i) available for inquiries only Tuesday to Saturday 12:00 a.m. to as late as 1:00 a.m., Pacific Time; (ii) unavailable Sunday from 12:00 a.m. to 6:00 a.m. Pacific Time; (iii) unavailable 2:00 a.m. to 4:00 a.m. Monday, Pacific Time; (iv) may be unavailable between 9:00 p.m. Saturday and 3:00 a.m. Sunday, Pacific Time for Owned External Transfers; and (v) may be unavailable Saturday, 11:00 p.m. to Sunday, 3:00 a.m., or Sunday, 1:00 a.m. to 3:00 a.m., Pacific Time for Bill Payments (subject to Sunday maintenance window schedule).

b. **Unscheduled Maintenance.** The Service may be unavailable when unforeseen maintenance is necessary.

c. **System Outages.** Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages may interrupt Service availability. During "Inquiry Only" mode, you may not be able to schedule payments or transfers, or change your password.

Although we undertake reasonable efforts to ensure the availability of the Service, we will not be liable in any way for its unavailability or for any damages that may result from such unavailability.

d. **The Service is Subject to System Capacity and Technical Limitations.** If the Service encounters such limitations, such as an excessive number of bill payments or payees, the Service may not have the capability to display all of your information. If this occurs, the Bank is not responsible to make the Service operable for you, and we reserve the right to discontinue the Service to you.

**31. Disclaimer of Warranties.** To the fullest extent permitted by law, we make no representations or warranties of any kind in respect of the Service, either express or implied, statutory or otherwise, including but not limited to, implied warranties of merchantability or fitness for a particular purpose, and we hereby disclaim any such representations, warranties and conditions of any kind. We do not represent or warrant that the Service will be uninterrupted, timely, secure or error free, that defects will never arise or will be corrected, or that our website that makes the Service available is free of viruses or other harmful components.

**32. Limitation of Liability.** Except as specifically set forth herein or where the law requires a different standard, we shall not be responsible for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary or consequential damages, including lost profits, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or services, arising from or related to the Service, the inability to use the Service, or otherwise in connection with this MOLB Agreement, even if advised of the possibility of such damages.

**33. Third-Party Indemnification.** Except to the extent that we are liable under the terms of this MOLB Agreement or another agreement governing the Service or Accounts, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

a. A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;

- b. Any fraud, misrepresentation, manipulation, or other breach of this MOLB Agreement or the Service;
- c. Your violation of any law or rights of a third party; or
- d. The provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of the Service.

**34. How to Contact Us for Questions About the Service.** For questions regarding the Service, call us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts. For questions regarding the Service and your Personal Loan Account, call us at 833-683-4562, or write us at Union Bank, P.O. Box 85643, San Diego, CA 92186. For questions regarding the Service and your consumer credit card account, call us at 888-642-3311, or write to us at MUFG Union Bank Credit Card Operations, P.O. Box 60398, Phoenix, AZ 85082.

Calling us is the fastest way to reach us. We may not immediately receive emails that you send to us. Therefore, you should not rely on email if you need to communicate with us immediately, for example, if you need to report a lost or stolen card or password, or report an unauthorized transaction from one of your accounts. We cannot take action on your email request until we actually review your message and have a reasonable opportunity to act.

Email or social network websites may not be used to request account information or to conduct transactions with us. Also, because email and social network websites may not be secure, never include confidential, financial, or account information when using those communication channels. If in doubt, contact us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts, or call your banking office.

**35. Non-Usage of the Service.** Following 60 or more consecutive days of inactivity, we reserve the right, at our discretion, to require re-acceptance of this MOLB Agreement, require confirmation of user information such as email address, require reset of security settings such as password, discontinue any fee discounts or waivers associated with use of the Service, and/or terminate the Service.

**36. Cancelling the Service.** You may cancel the Service by telephoning us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts. We strongly suggest that you cancel all recurring and future bill payments before you cancel your Service, either by deleting those payments yourself using the Service or by calling us at 800-238-4486 for Consumer Accounts or 877-671-6877 for Small Business Accounts. This will ensure that future payments and transfers made by you will not be duplicated. We may automatically delete, without notice, all outstanding payment orders (all individual payments and all recurring payments) once you cancel the Service.

**37. Termination of the Service.** We may suspend or terminate your Service at any time, with or without cause and without affecting your outstanding obligations under this MOLB Agreement. We may immediately take this action if you breach this or any other agreement with us; we have reason to believe that there has been or may be unauthorized or illegal use of your account or the Service; or there are conflicting claims to the funds in your account.

**38. Severability.** If any provision of this MOLB Agreement is determined to be void or invalid, the rest of the MOLB Agreement will remain in full force and effect.

**39. Changes to the Service or this Agreement.** We may change or cancel the Service at any time without cause, subject to applicable laws and regulations. We may amend (add to, delete or change) the terms of this MOLB Agreement by sending you notice of the amendment by email, as may be required by law. You agree to review any changes to this MOLB Agreement promptly upon receipt of our Customer Notice. Your continued use of the Service after the effective date of any change constitutes your agreement to the change.

**40. Disputes.** All claims, causes of action, or other disputes concerning the Service or this MOLB Agreement shall be resolved in accordance with procedures set forth in the applicable Account Agreement, as it may be amended from time to time.

## Part B: Consumer Disclosures for Personal Accounts Only

Part B sets forth terms and conditions that only apply to Personal Accounts. Specifically, you agree and acknowledge that Part A and Part B of this MOLB Agreement apply to Personal Account customers. More specifically, Subpart I only applies to Personal Account customers and to their electronic fund transfers that occur to or from a Deposit Account held at the Bank and Subpart II only applies to a Deposit Account held at another financial institution that is debited in connection with a Personal Loan Account relationship. Further, if you are a Business Account customer, you agree and acknowledge that this Part B does not apply to your Business Accounts and/or the Service.

Finally, you agree and acknowledge that the Regulation E disclosures set forth below in this Part B do not apply to domestic wires (wires sent within the U.S., its territories and possessions) and that an international wire, that meets the definition of a "Remittance Transfer," has separate and different Regulation E rights and responsibilities which will be explained to you at the time you initiate each Remittance Transfer and in Subpart III of Section 45 below.

- 41. Authorized User Access.** As an owner of an Account, you may act alone in using the Services pursuant to this MOLB Agreement to perform account transactions. Such access is granted completely at the Bank's discretion. Contact us at 800-238-4486 for additional information.
- 42. Account Transfers to Accounts Not Owned by You.** Transfers from an Account to an account at another financial institution that you do not own and that we have not verified ("Non-Owned External Account") or an account at Union Bank not owned by you ("Unverified Account") may be made through the Service. You may make these two types of transfers from an Account, which is checking, savings or money market accounts held at the bank to an Unverified Account or to a Non-Owned External Account at another U.S. financial institution that supports and permits such transfers. There are no frequency limitations for these two types of transfers. However, there are dollar limitations. Specifically, the Service may limit the amount of each Unverified Account or Non-Owned External account transfer to \$5,000. It may be possible that you may be eligible for higher limits. Such transfers settle within two Business Days.
- 43. Online Privacy.** For information about how we gather, use, and secure your nonpublic personal information, see the current Union Bank Privacy Policy and statement of Online Privacy Practices at [unionbank.com/privacy](http://unionbank.com/privacy).
- 44. Regulation E Consumer Disclosures.**

### **Subpart I**

The following disclosures in this Subpart I apply only to consumers and to electronic funds transfers, as defined in Regulation E, to or from a consumer Deposit account held with the Bank and do not apply to a Remittance Transfer:

**Consumer Liability.** Tell us AT ONCE if you believe your Code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Code, you can lose no more than \$50 if someone used your Code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Code and we can prove we could have stopped someone from using your Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at 800-238-4486 or write us at Union Bank, Dispute Resolution T-83E-6469, P.O. Box 66515, Phoenix, AZ 85082-6469 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 business days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 business days from the same person or company, you can call us at 800-238-4486 to find out whether or not the deposit has been made.

**Preauthorized payments; Right to stop payment and procedure for doing so.**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 800-238-4486 at least 3 Business Days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 business days after you call. Except for the \$15 Stop Payment Fee on a paper check under the Check Payment Method, as defined above for the Bill Pay Service, we will not charge you for each stop-payment order you give on a preauthorized payment subject to this MOLB Agreement.

**Notice of varying amounts.** If these regular payments may vary in amount, we will tell you, 10 business days before each payment (however, when it comes to eBill Autopay, as defined above for the Bill Pay Service, the person you are going to pay will tell you), when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.

**Bank's Liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account or credit availability to make the payment or transfer;
- b. If the transfer would go over the credit limit on your overdraft line;
- c. If the Service was not working properly and you knew about the breakdown when you started the transfer or transaction or activity;
- d. Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- e. You fail to provide us with timely, complete and accurate information for any transaction;
- f. The payment or transfer would exceed the credit limit under any credit arrangement established to cover negative balances;
- g. Your computer, Internet connection, and/or software malfunctioned for any reason, or the transaction could not be completed due to Service unavailability;

- h. The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
- i. The Account or Accounts using the Service is closed or frozen;
- j. The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- k. You did not properly follow Service instructions on how to make the transfer or payment (this includes incorrect date, amount, and/or address information);
- l. You did not authorize a payment early enough for the payment to be scheduled, transmitted, received, and credited by the payee's Due Date;
- m. We made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt; or
- n. Any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee.
- o. There may be other exceptions stated in our agreement with you.

### **Subpart II**

**REGULATION E SERVICE PROVIDER CONSUMER DISCLOSURES.** The following disclosures apply only to a Deposit Account held with another financial institution and to electronic funds transfers, as defined in Regulation E, from the deposit account through the ACH Payments Service:

**Consumer Liability.** Tell us AT ONCE if you believe your Code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us within 4 Business days after you learn of the loss or theft of your Code, you can lose no more than \$50 if someone used your Code without your permission.

If you do NOT tell us within 4 business days after you learn of the loss or theft of your Code and we can prove we could have stopped someone from using your Code without your permission if you had told us, you could lose as much as \$500.

If you do not tell us within 90 business days after the statement from your financial institution showing the debit to your Deposit Account through the Service was mailed to you, you may not get back any money you lost after the 90 business days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at 833-683-4562 or write us at MUFG Union Bank, N.A. P.O. Box 85643, San Diego, CA 92186 as soon as you can, if you think your Deposit Account statement is wrong about a debit made to your Deposit Account through the ACH Payments Service or if you need more information about a debit made to your Deposit Account through the ACH Payments Service listed on the statement. We must hear from you no later than 90 days after your financial institution provides you the FIRST statement on which the problem or error of the debit to your deposit account through the ACH Payments Service appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or the transfer involving your Deposit Account and the Service that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 business days to investigate your complaint or question. If we decide to do this, we will provisionally credit your deposit account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your deposit account.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Preauthorized Payments; Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your deposit account through the Service, you can stop any of these payments by calling us at 833-683-4562 or writing us at Union Bank, P.O. Box 85643, San Diego, CA 92186, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 business days after you call. We will not charge you for each stop-payment order you give on a preauthorized payment subject to this Agreement.

**Notice of Varying Amounts.** If these regular payments may vary in amount, we will tell you, 10 business days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.

**Bank's Liability.** If we do not complete a transfer from your Deposit Account through the ACH Payments Service on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough money in your Deposit Account to make the payment.
- ii. If the system or Service or ACH Payments Service was not working properly and you knew about the breakdown when you started the request to make a payment on your Personal Loan Account.
- iii. If circumstances beyond our control (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken.
- iv. There may be other exceptions stated in our agreement with you.

**How To Contact Us.** For questions regarding the ACH Payments Service, call us at 833-683-4562, or write to us at MUFG Union Bank, N.A. P.O. Box 85643, San Diego, CA 92186.

### **Subpart III**

Separate and different Regulation E rights and responsibilities apply to foreign wires that meet the definition of "Remittance Transfers," which we sometimes also refer to as Consumer International Remittances. Those rights and responsibilities will be explained to you at the time you make the request for a Remittance Transfer and again when you confirm your acceptance of the Remittance Transfer terms. However, we would like to provide you with the following important information regarding a Remittance Transfer:

**Prepayment Disclosure.** At the time you request a Remittance Transfer, but before your Account is debited, the Service will provide you with a prepayment disclosure that contains the following items:

- The amount you request to be transferred
- Any fees or taxes we impose
- The total sum of the above amount and fees and taxes
- The exchange rate, if applicable, (we may limit the type of currency (e.g. only in U.S. dollars) the international wire is to be received in)

In addition to the above, if allowed through the Service and you identify a foreign currency in which the Remittance Transfer is to be received and we are required under Regulation E to disclose fees imposed by third parties, then the prepayment disclosure will also contain the following items in such foreign currency:

- The amount you requested to be transferred
- The fees imposed by third parties in connection with the transfer
- The total amount received by the recipient

**Receipt Disclosure.** Once you confirm acceptance of the Remittance Transfer terms, you will be given a receipt that contains the prepayment disclosures and, in addition, the following items:

- The date the funds will be available to the recipient
- The name, and if you provided it to us, the telephone number and/or address of the recipient
- A statement of your rights in the event of an error or if you wish to cancel (which is also described below)

**Consumer Liability.** You are hereby notified that if you provide us with an incorrect or incomplete account number or institution identifier, then you may lose the amount of the Remittance Transfer.

Also, you understand that certain other third parties and/or taxes (which we are not required to disclose) may be imposed on the Remittance Transfer amount by the recipient financial institution that could result in the recipient receiving less than the amount we disclosed.

**What To Do If You Think There Has Been an Error or Problem.** If you think there has been an error or problem with your Remittance Transfer:

- Call us at 800-922-9473; or
- Write us at  
Union Bank  
Wire Services Department  
1980 Saturn St VO2-490  
Monterey Park, CA 91755-7417

You must contact us within 180 business days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- a. The name and address or telephone number;
- b. The error or problem with the transfer, and why you believe it is an error or problem;
- c. The name of the person receiving the funds, and if you know it, their telephone number or address;
- d. The dollar amount of the transfer; and
- e. The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 business days after you contact us and we will correct any error promptly. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**What to do if you want cancel a Remittance Transfer.** You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must go to “Scheduled Transfers” in Online Banking within 30 minutes of submitting the wire transfer. Please look for the pending wire transfer you wish to cancel, then select the “Cancel” link followed by the “Yes” button. The cancellation must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within 3 Business Days of your request to cancel a transfer as long as the funds have not been already picked up or deposited into a recipient’s account.

## Part C: Business Terms and Conditions for Business Accounts Only

Part C sets forth terms and conditions that only apply to Business Accounts. Specifically, you agree and acknowledge that Part A and Part C of this MOLB Agreement apply to Business Account customers.

**45. Authorized User Access.** How you may act with regards to Services offered pursuant to this MOLB Agreement depends on whether you are a sole proprietor or a non-sole proprietor business customer. Specifically, if you are a sole proprietor account owner of an Account, then you may act alone in using the Services to perform account transactions. Such access is granted completely at the Bank’s discretion. Contact us at 877-671-6877 for additional information.

However, if you are a non-sole proprietor business customer (meaning all other businesses), then any individual identified in the Bank’s account records as a business Contracting Officer or Owner, as those two terms are defined in the applicable Other Agreements, can enroll in Online Banking for Small Business.



Specifically, in Online Banking for Small Business, Contracting Officers or Owners may designate one or more individuals to have access as a Web Administrator for the Service. At least one Web Administrator must be designated at all times. A Contracting Officer or Owner may designate themselves as a Web Administrator. In order to maintain the Service, and for security reasons, at least one Web Administrator must log on to the Service at a frequency determined by us. Any Contracting Officer, Owner or Web Administrator, acting alone, may designate one or more Web Users and/or View Only Web Users for the Service, and further designate the Accounts that an individual Web User or View Only Web User is authorized to access.

**View Only Web User.** Each designated View Only Web User, for each Account to which access is authorized by the Contracting Officer, Owner or Web Administrator, may:

- View account statements and images of deposit slips, deposited items and paid checks electronically
- View account balances
- View checks that have been deposited to certain types of accounts using a mobile device
- Deposit checks to certain types of accounts using a mobile device
- View Customer Notices delivered through the Service

**Web User.** Each designated Web User (who can access the Service because they have been authorized by the Contracting Officer, Owner or Web Administrator) in addition to the foregoing “View Only Web User” functionality, may do the following for each Account:

- Obtain account balance and transactions
- Transfer funds between Accounts and set up recurring transfers from one Account to another (recurring transfers must be for the same amount)
- Make payments on certain Union Bank lines of credit, mortgages, or loans
- Receive account and transaction notices and alerts and designate manner of delivery
- Request a stop payment on a paper check
- Check account balance and transfer funds between Union Bank accounts using a mobile device
- Order copies of paid checks and prior statements
- Reorder checks from Deluxe® Check Printers
- View Customer Notices delivered through the Service

**Web Administrator.** Each Web Administrator designated by the Contracting Officer or Owner may perform all of the functions of a Web User and, in addition, may, for all Accounts:

- Pay bills to any merchant, institution or individual with a U.S. address, including same-day payments for certain payees (Fees may apply. See applicable Fee Schedule.)
- View payments made by other Web Administrators
- Receive eBills and enroll in eBill Autopay for participating payees
- Pay your Union Bank credit card bill
- Deposit checks to certain types of accounts using a mobile device
- Add an account to the Service, or delete an Account from the Service
- Designate Web Users and/or View Only Web Users and the Accounts to which such persons may have access, and remove such designation and access
- Select delivery method for account statements
- Terminate electronic delivery of Customer Notices
- Enroll in and designate Web User access to receive electronic account notices and alerts
- Receive and accept changes in terms to this Agreement or to any Account or related service
- Receive Customer Notices delivered electronically other than through the Service

**Contracting Officer or Owner.** Each Contracting Officer, or Owner may perform all of the functions of a Web Administrator and, in addition, may:

- Enter into or cancel the Service
- Enter into, cancel, or modify additional online services
- Schedule a wire or external fund transfer through the Service
- Designate or remove a Web Administrator

**46. Bank's Liability.** You agree and acknowledge that the Bank will not be liable to you in the instances described in paragraphs (a) through (o) under the heading "Bank's Liability" in Part B above and without regard to the fact that Part B above is for Personal Accounts only.

**47. In Case of Errors or Questions About Your Electronic Fund Transfers.** Telephone us at 877-671-6877, or write to us at Union Bank, Dispute Resolution T-83E-6469 P.O. Box 66515, Phoenix, AZ 85082-6515 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We will need all of the following information:

- Your name
- Account number
- Date, type, and dollar amount of the transaction or suspected error
- Your ATM Card or Debit Card number, if applicable
- Description of the problem
- A clear explanation of why you think there is an error or why you need more information about the transaction
- Upon request, a Written Statement of Unauthorized Debit

We must hear from you no later than 30 business days after we mailed, delivered, or otherwise made available to you the FIRST statement on which the error or problem appeared. If you do not notify us within 30 business days after the first statement that shows these transactions was mailed, delivered, or otherwise made available to you, the account balance indicated on your statement will be considered correct, and we will have no further responsibility or liability to you with respect to such statement and the electronic transactions reflected therein. If you notify us by phone or in person, we may require that you send us your complaint or question in writing.

These procedures do not apply to disputes with a merchant about the quality or delivery of goods or services you authorized and/or purchased using your ATM Card, Debit Card, electronic check, or other electronic transaction. You must settle the dispute directly with the merchant.

## Part D: UnionBanc Investment Services Portfolio Connection<sup>3</sup> Brokerage Account Customers

### CONTACT US

If you have any problems, concerns or complaints with your UnionBanc Investment Services Portfolio Connection brokerage account or your brokerage account or financial advisor, you can contact UnionBanc Investment Services at:

#### By Mail:

UnionBanc Investment Services  
Compliance Department  
P.O. Box 513100  
Los Angeles, CA 90051-1100

#### By Phone:

Client Services Desk at: 800-634-1100  
Toll-Free within the U.S.  
(Request to speak with Compliance regarding a customer complaint)  
818-254-2088  
Outside the U.S.

#### By Email:

UBIS\_compliance@unionbank.com

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<sup>3</sup>Portfolio Connection and other investments are available through UnionBanc Investment Services LLC, a registered broker-dealer, investment advisor, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A.:

**Non-deposit investment products: • Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate • Are NOT insured by the FDIC or by any other federal government agency • Are subject to investment risks, including possible loss of the principal amount invested.**

| unionbank.com



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