

UNITED COMMERCIAL BANK
ONLINE BANKING SERVICE AGREEMENT

Effective: March 26, 2007

I. General Information

A. The Agreement

This Agreement between you and United Commercial Bank ("Bank") governs the use of Online Banking services ("Online Banking"). These services permit UCB customers to perform a variety of banking functions on accounts linked to certain services through the use of a personal computer. Before you begin to use Online Banking, you agree to familiarize yourself with the services and related materials by reading this Agreement and other online information. In this Agreement, "you," "your," and "yours" refer to the account owner(s) and any authorized signers on the account, while "we", "us", "our", "United", "UCB", and "the Bank" refer to United Commercial Bank.

B. Agreeing to the Terms and Conditions of this Agreement

By using Online Banking, you agree to the terms and conditions of this Agreement, which supplement the terms and conditions in your account agreements.

You agree that e-mail or other communications viewed or transmitted between you and us through the Online Banking service shall be treated as a "writing" and shall bind each of us in the same way as written communications. You agree that use of your User ID and/or password to access the Online Banking service through our website in connection with a communication that you send to us shall be treated as your signature.

You agree that any transaction or communication (including, without limitation, payment, withdrawal and stop payment instructions) received by the Bank that was made using your User ID and password shall be deemed authorized by you and binding upon you.

You also agree that by entering into this Agreement that the use of an Online Banking service may also require a separate agreement and you agree to enter into this separate agreement in order to use the specific Online Banking service as required by the Bank.

C. Relation to Other Agreements and Disclosures

This Agreement is in addition to the terms and conditions described in both the Consumer and Business Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s), collectively referred to as the "Master Agreement", that were given to you at account opening. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the Master Agreement, the terms and conditions of this Agreement shall control with respect to Online Banking. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking. If you should need another copy of a disclosure, please contact us through our web site at www.ibankunited.com or call our Customer Service Representatives at 1-800-821-3899 between 6:00 a.m. and 6:00 p.m. Pacific Time (PT), Monday through Friday, or write to our Customer Service at P.O. Box 882373, San Francisco, CA 94188-2373.

D. Bank's Right to Terminate this Agreement

The Bank reserves its right to terminate this Online Banking Agreement and your access to Online Banking services (including Bill Pay), in whole or in part, at any time, including but not limited to when customers have not logged in to use Online Banking services for over 180 days.

E. Assignment

The Bank may assign this Online Banking Agreement to its Holding Company or to any new, existing or future direct or indirect subsidiary of its Holding Company or of the Bank. The Bank may also assign or delegate certain of its rights and responsibilities under this Online Banking Agreement to independent contractors or third parties.

II. Online Banking Services

A. Using Online Bill Pay Services

After your Online Banking service has been set up by the Bank, you may select the "Bill Payment" button to set up one-time or recurring payments online from your linked checking account, or money market account to companies or individuals (payees) within the United States.

UCB offers this service, through a third party vendor, Metavante, a company that is not an affiliate or a subsidiary of the Bank. When you set up your Online Bill Pay, you must designate one or multiple of your UCB checking accounts as the account(s) from which Online Bill Payments will be deducted. Due to transaction limitations imposed by federal regulations, you cannot designate your money market account for Online Bill Payment.

You can login to use Online Bill Pay service by providing your User ID and password, and make one-time or periodic recurring payments through the Internet to:

- Merchants
- Other institutions
- Your United Commercial Bank loan
- Individuals

The Bank reserves the right not to allow the designation of a particular merchant or institution as a payee. Depending on the identity of the payee, a payment made using the Bank's Online Bill Pay service will be made electronically or by a paper check sent to the payee via the United States Postal Service.

You assume sole responsibility for accurately describing payees, payment amounts, and payee addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate payment instructions. If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

By furnishing us with the names of your payees/merchants and their addresses, you authorize us and Metavante to follow the payment instructions to these payees/merchants that you provide to us via the Online Bill Pay service. When Metavante receives a payment instruction (for the current or a future date), Metavante will remit funds to the payee on your behalf, from the funds in your designated UCB deposit account, on the day you have instructed them to be sent ("payment Send On date"). However, we shall not be obligated to make any such payment unless your account and/ or overdraft protection plan has sufficient funds to pay the bill on the Payment Date. Funds for ALL bill payments (whether these payments are made electronically or by check) will be withdrawn from your deposit account ON THE DAY the payment is processed or as soon as possible on the next business day.

We offer two types of e-bills: 1) an electronic bill that we receive from one of your billers and which we redirect to you and 2) a bill we retrieve from your biller's website and present to you electronically.

To set up the second type of e-bills, first you need to register with your biller's website. Then, you provide us with your user ID and password, and we'll go to your biller's website and retrieve your bill for you each month. We are committed to safeguarding the privacy and security of all your personal information. Your login information is kept confidential, and is used only to retrieve an electronic version of your bill from your biller's website. For your security, all input fields for setting up your payee-specific login information are encrypted and hidden from view.

B. Service Hours

Online Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign in to Online Banking.

C. Business Days

For Online Banking services, business days are Monday through Friday, excluding federal holidays.

D. Processing and Cut-Off Time

Transfers between Deposit Accounts

- Transfers between deposit accounts can be scheduled between linked checking, money market and statement savings accounts. The completion of a transfer is subject to the availability of sufficient funds at time of final processing.
- Online Banking transfers between deposit accounts are immediately reflected in the account balance online and at ATMs. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks, direct debits), they must be entered between the following cut-off times:
 - Monday through Friday between approximately 7:00 a.m. and 9:00 p.m. PT;
 - Saturday between approximately 7:00 a.m. and 7:00 p.m. PT will, in most cases, be available immediately in your accounts - *cutoff and posting times may vary due to our core processor's schedule and transaction volume.* Transfers entered outside of these time frames may be posted to your linked accounts on the following business day.

Transfers between deposit accounts entered outside of these time frames may be posted to your linked accounts on the following business day.

To avoid possible non-sufficient funds (NSF) or overdraft fees, please be sure to make your transfers before the cut-off time. For all entries made using the service, the time is recorded on our computer controls.

If you are locked out of Personal Online Banking as a result of multiple failed login attempts, your scheduled transfers will not be processed until your Personal Online Banking access has been restored and you successfully log in again.

Business Online Banking Wire Transfers

Business Online Banking wire transfer requests submitted after 2:30 p.m. Pacific Time (5:30 p.m. Eastern Time) Monday through Friday and all day on Saturday, Sunday, and bank holidays will be processed on the next business day. The bank reserves the right to contact Online Banking users for verification and confirmation of wire requests.

Your submitted wire request will be automatically processed and cannot be reversed, therefore please ensure that the data you enter is correct. Requests which do not go through automatically and require the bank to make amendments may be processed on the next business day even though the request was submitted before the cutoff time.

Please also ensure that you have sufficient funds in your account prior to submitting your wire requests to avoid delays in processing your wires.

Personal Online Banking Online Wire Form Transfers

Personal Online Banking users can submit wire transfer requests by submitting the Online Wire Transfer Form within Personal Online Banking. The cut-off time for a same day wire transfer submitted via the Online Wire Transfer Form is Noon Pacific Time (3 p.m. Eastern Time) Monday through Friday. An Online Wire

Transfer Form submitted after the cut-off time and all day on Saturday, Sunday, and bank holidays will be processed on the next business day. The bank reserves the right to contact Online Banking users for verification and confirmation of wire requests.

Your submitted wire request will be automatically processed and cannot be reversed, therefore please ensure that the data you enter is correct. Requests which require the bank to make amendments may be processed on the next business day even though the request was submitted before the cutoff time.

Please also ensure that you have sufficient funds in your account prior to submitting your wire requests to avoid delays in processing your wires.

ACH Origination Transactions

Business Online Banking ACH origination transactions, including electronic federal tax payments that are performed by you Monday through Friday prior to 5:00 p.m. PT will be processed on the same business day. Transactions performed outside of these hours on Monday through Friday and all day on Saturday, Sunday and federal holidays will be processed on the following business day. Transaction inquiries will contain the posting date. These transactions will be listed on your monthly statement.

Payments

- It is your responsibility to set up your bill payment transactions in enough time to allow the timely payment of your obligation.
- Payments you make through Online Bill Pay services are processed in one of two ways:
 - Electronic transmission - Some payments are made by electronic transmission. If the payee can receive electronic payments, then the payment may be sent electronically. The payment will be sent through the Automated Clearing House (ACH) system on the scheduled payment Send On date. We recommend that you set the payment Send On date at least 3 business days in advance of the due date. Please note that some Electronic Funds Transfer (EFT) transactions may clear your back account the same day they are issued. Please ensure that your account is properly funded in advance to avoid returned payments.
 - Check - All other payments are made by mailing a check drawn on Metavante to your designated Payee. Please note that if payment is made by a check, it will be mailed on the scheduled payment Send On date. You should set the payment Send On date at least 5 business days in advance of your bill due date to allow a paper check issued on your behalf to arrive at your payee on time. When more than one customer schedules a payment to the same Payee on the same date (a frequent occurrence), Metavante may issue either a consolidated check or an individual check to the Payee, with an accompanying paper list that includes each customer by name, account number to be credited and amount of payment. By using the Bill Pay service, you are consenting to the transfer of funds from your account to a holding account and agreeing that your payments may be bundled with the payments of others to the same payee.
- If one of your bill pay accounts is blocked due to non-sufficient funds (NSF), you can still access bill pay and pay bills from other designated bill pay accounts.
- If a Payee fails to negotiate the check within 90 days, Metavante may stop payment on the check and credit your account for the amount of the payment.

- A bill payment cannot be scheduled for a Saturday, Sunday or federal holiday. Any scheduled or recurring payment request made by you that falls on a Saturday, Sunday or federal holiday will be processed on the next business day.
- You will receive a confirmation number at the time that you set up each Online Bill Payment; please write down and retain the confirmation number for future reference. You must provide the confirmation number should you need to inquire about one of your Online Bill Payments. Payments will normally be posted to your UCB account within two business days of the date that the payment was sent to the payee.
- The scheduled payment Send On date is the date you enter for the payment to begin processing. The payment amount will be debited from your account that you designate on the scheduled payment Send On date.
- To assure sufficient time for other Payees to receive and process your payment, you should allow at least three (3) business days between the scheduled payment Send On date and the payment due date for payees who accept electronic fund transfers and at least five (5) business days between the scheduled payment Send On date and the payment due date for payees who do not accept electronic fund transfers. If you do not, you will be fully responsible for all late fees, finance charges, or other action taken by the Payee.
- A non-future dated Online Bill Payment will be processed on the same business day, if you submit your payment request no later than 6:00 p.m. PT, Monday through Friday. Any non-future dated Online Bill Payment request made after 6:00 p.m. PT Monday through Friday and all day on Saturday, Sunday and holidays will be processed on the next business day after the date of your request. Transaction inquiries will contain the posting date. These transactions will be listed on your monthly account statement. You also will receive a confirmation number at the time that you perform each Online Banking transaction; please write down and retain the confirmation number for future reference.
- We may reject payment orders with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a payment order, for example, if we believe there is insufficient time to make the payment to the payee by the payment date you designate. Our system may also reject an order if we believe there is insufficient time to complete the payment or the requested processing date falls on a non-business day. If we reject a payment (e.g., because you do not have sufficient available funds on the date we are scheduled to charge your account), you will need to re-enter the information if you wish to make the payment at a later date.
- Please note that your use of the Online Bill Pay service is limited to transactions not to exceed a certain amount and to federally regulated number of transfers per month or statement cycle as set forth elsewhere in this agreement.

E. Limitations and Dollar Amounts

- Bill Payments for consumer or business account holders can be set up for any amount between \$0.01 and \$9,999.00 per transaction. A daily limit of \$19,999.00 applies. Any request for a higher Bill Pay limit requires advance approval by the Bank.
- Business Online Banking Wire transfers, ACH originations, and Electronic Federal Tax Payment Service (EFTPS) daily limits require prior approval by the Bank and in some cases, a 90 day waiting period for new customers is required.
- You authorize UCB to withdraw, debit or charge the necessary funds from your designated UCB account on the date on which you schedule the payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. If you do not have a sufficient balance we may refuse to complete the transaction. Whether we complete the transaction or

not, we reserve the right to impose non-sufficient funds (NSF) fees, and no further attempt will be made by the Bank to issue the payment or process the transfer request. If your payment exceeds your approved transaction limit, it will not be processed. The Bank is under no obligation to notify you if it does not complete a payment or transfer because there are non-sufficient funds in your account to process the transaction (other than preauthorized electronic fund transfers, in which case the Bank will provide notice within one Business Day), or the amount exceeds your approved transaction limit. In all cases, you are responsible for making alternate payment arrangements or rescheduling the payment or transfer through the service.

F. Canceling Transfers and Payments

In order to cancel scheduled future dated transfers between deposit accounts and bill payments, you must sign in to Online Banking and follow the directions provided on the Online Banking Transfer or Online Bill Payment screens, as applicable. You can choose to cancel or edit a scheduled bill payment up until 6:00 PM PT on the business day prior to the date you scheduled the payment to be sent. You can choose to cancel or edit a scheduled transfer between deposit accounts up to the business day before the scheduled date.

Any transfer submitted as a one-time transfer for the same day is submitted immediately and cannot be cancelled.

If you wish to cancel a bill payment which has already been processed, you must call us at 1-800-821-3899 Monday to Friday from 6:00 a.m. to 6:00 p.m. PT. Please refer to our most updated fee schedule for the stop payment fee amount.

G. Our Liability for Failure to Cancel or Stop the Transfer or Payment

If you request to stop payment on one or more Online Bill Payments by canceling the payment by 6:00 PM PT on the prior business day before the payment is scheduled and we do not do so, then we may be liable for your losses or damages except: if we do not receive the stop payment, or it is incomplete, garbled, delayed in transmission or misdirected; if there was a terminal, equipment, or system failure of which you are made aware at the time of your request for a stop payment; or if circumstances beyond our control (such as fire or flood) prevent the stop of the transfer and we have taken reasonable precaution to avoid such circumstances.

H. e-Statement Service

E-Statement service for your deposit accounts is accessible from within our Personal Online Banking service. When you enroll in the e-Statement service, you will receive both a paper statement and an e-Statement for your first e-Statement cycle. Your paper statement will be automatically discontinued for statement cycles subsequent to your first e-Statement cycle. An automatic email notification will be sent to you when your e-Statement is ready for your review. If you wish to receive or cancel your request to receive paper statements in addition to your e-Statements, please log in to Personal Online Banking and submit the Account Services Form to request this change. Please refer to our current Fee Schedule for the additional monthly fee that will be assessed to receive paper statements in addition to your e-Statements. There will not be a fee assessed should you wish to turn off your e-Statements and revert to paper statements or to turn off the paper statements that you had previously requested to receive in addition to your e-Statements. Please refer to the "United Commercial Bank Electronic Statement (e-Statement) Disclosure Agreement" for additional details on our e-Statement service.

III. Other Terms and Conditions

A. Personal Identification and Security

Personal Online Banking users will receive a temporary User ID as well as a temporary password for their initial sign-on and must change their temporary User ID and password the first time that they sign on to Online Banking.

Business Online Banking users will receive a temporary password for their initial sign-on and must change their temporary password the first time that they sign on to Online Banking.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. For additional online security information, please review our Security Policy posted on our web site www.ibankunited.com and within the Online Banking service. We strongly recommend that you also review the information contained in the "LEARN MORE ABOUT ONLINE FRAUD PREVENTION AND PROTECTION" Link which is posted on our website at www.ibankunited.com.

B. Enhanced Login Security

Enhanced Login Security is mandatory for all Personal and Business Online Banking users. First time users will be prompted to enroll in this service before they can proceed into Online Banking. This security feature will provide users with an additional layer of login security to help protect them from online fraud and identity theft. It will identify the user as an authorized user by recognizing not only his password but also his computer.

For Personal Online Banking users: Personal Online Banking users will be prompted to set up three validation questions and answers. If the user uses an unregistered computer to log in to Personal Online Banking, the system will prompt the user to answer the three validation questions. The user must answer all three validation questions correctly before accessing Personal Online Banking. The same set of validation questions also will be used to verify the user's identity should the user forget his password in the future.

For Business Online Banking users: If a Business Online Banking user logs in with an unregistered computer, he will be requested to enter a temporary security code that is sent to his email address that is on file within our Business Online Banking system before accessing Business Online Banking.

C. Forgotten Password

The "Forgotten Password" feature within Personal Online Banking will allow Personal Online Banking users to unlock themselves from any failed login attempts at any time. In order to unlock failed logins, users are required to correctly answer all three validation questions which they have set up for Enhanced Login Security. The user can also contact the Bank at 1-800-821-3899 Monday through Friday from 6:00 a.m. to 6:00 p.m. to reset his password.

D. Online Banking Fees

Online Banking fees are in addition to all other fees normally charged by the Bank for other services and products. Please refer to our current fee schedule for further information.

We deduct your monthly fee(s), if applicable, on the last day of your monthly statement cycle for the current month's use. All fees related to Bill Pay services will be deducted from your account in your next statement cycle. All applicable Online Banking fees will be automatically deducted from your UCB Online Banking designated account and will appear on your monthly account statement. If you close your UCB Online Banking designated account, you must notify us and designate a new deposit account for the payment of fees.

Certain transaction fees, such as Bill Pay Non-Sufficient Funds Paid Item Fee, Non-Sufficient Funds Unpaid Item Fee, Stop Payment, Canceled Check fees, and Bill Pay Year End CD-ROM ordering fee are administered by Metavante and are debited from your designated Online Banking account for transactions in the previous month. Please refer to our current fee schedule for the fee amount.

All fees associated with Advanced Business Online Banking will be billed to the customer's corresponding Analyzed Business Checking Account(s).

E. Payees

Occasionally a Payee may require additional information before accepting payments. Metavante will work with these Payees to encourage them to accept an electronic or check payment. If Metavante is unsuccessful, or if Metavante determines that the Payee cannot process payments in a timely manner, Metavante may decline future payments to this Payee. In the unlikely event that this occurs, Metavante will promptly send you a notice.

Any obligations that you wish to pay through the Online Banking services must be payable in U.S. dollars to a payee located in the United States. We reserve the right to restrict categories of payees to whom payments may be made using these services.

You should not use these services to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

We will not notify you if you unsuccessfully attempt to make any of these payments and we will not be liable for unsuccessful payments from these categories.

F. Liability of Bank and Service Providers

You agree that the Bank and/or the Service Providers for the Bank shall not be responsible for any claim, loss, damage (including property) or bodily injury, whether caused by the Bank or its Service Providers or Internet browser providers or by Internet access providers or by online service providers or by an agent or subcontractor except as specifically provided in this Agreement or where the law requires a different standard. Further, the Bank and its Service Providers shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising out of the use, installation, or maintenance of Online Banking, the maintenance of the equipment, the software, or browser or access software, or any technical, hardware or software failure of any kind, any interruption in availability of the Bank website, delay in operation or transmission, incomplete or garbled transmission, computer virus, loss of data, or otherwise, even if the Bank has been advised of the possibility of such damages or loss.

Except for transactions governed by Regulation E (*see our Electronic Funds Transfer section of the Consumer Account Agreement and Disclosures booklet*), which is applicable only to personal consumer accounts, you agree to indemnify and hold the Bank harmless from any liability, cost, expense, or damages which the Bank may incur as a result of acting upon instructions or implementing transactions which bear your User ID and password. Further, you agree that the Bank is not liable for any payment, transfer, or transaction from or to any account where the payment, transfer, or transaction bears the appropriate User ID and password.

G. Canceling Your Online Banking and/or Online Bill Pay Service(s)

Online Banking or Online Bill Pay services may be terminated by you or by your joint account owner or any signer authorized by you at any time by notifying us in writing, or by calling us at 1-800-821-3899, Monday through Friday 6:00 a.m. – 6:00 p.m. PT, that you are no longer using the service. Previously paid fees are non-refundable. This cancellation applies to your Online Banking services and does not terminate your UCB accounts. Any authorization from you to make payments will continue in effect until we have received your written notice or e-mail of termination and have had a reasonable opportunity to process it. Once we have acted upon your verification of termination, no further payments will be made, including payments scheduled in advance or preauthorized recurring payments. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are discontinuing the service. UCB will cancel any scheduled payments or transfers within two (2) business days from the date we receive your request to discontinue the service. If you discontinue your Online Banking service, you also discontinue your Online Bill Pay service.

UCB also reserves the right to terminate your Online Banking and/or Online Bill Pay service(s) at any time and without advance notification to you if you incur excessive non-sufficient funds or overdraft transactions, or otherwise misuse the service(s), or have not logged in to use Online Banking services for over 180 days. We will try to notify you in advance, but we are not obligated to do so. Termination of Online Banking and/or Online Bill Pay service(s) in no way affects your responsibility for Online Banking and Online Bill Pay transactions chargeable to any of your UCB accounts. Any such termination by you or the Bank applies only to Online Banking and/or Online Bill Pay service(s) and does not necessarily close any of your accounts or other services.

If you close your primary checking account, or if it's no longer linked to your service, your Online Bill Pay service will end, and any unprocessed payments will be canceled.

H. Online Banking Access by Joint Account Owners

Each account designated for Online Banking can be accessed via Online Banking by a single account owner or by joint account owners after the Bank receives an application requesting online banking access from the single account owner, or from all such joint account owners, as applicable. Both joint account owners must be owners (signers) on the designated joint account and each account owner must have a unique Online Banking User ID and password. Joint account owners are subject to the joint tenancy rules contained in Master Agreement. We may act on the instructions of any authorized signer. Accounts that require two or more signatures are not eligible to be designated for Personal Online Banking. Any account owner may discontinue his/her Online Banking service or Online Bill Pay service. Secondary account holders can only request to remove themselves but not the primary account holders from the Online Banking service or Online Bill Pay service. The terms of this Online Banking Agreement extend to all joint account owners.

I. Two Signatures Required Accounts for Business Online Banking

If you require two authorized signatures to perform transactions for your account; you understand that use of Business Online Banking is the specific authorization of one authorized user granted by the administrator to access and perform a transaction under your accounts. Bank will not monitor transactions performed by an authorized user. Bank will act upon any online instruction that is accompanied by the security code on file with Bank for an account, whether or not the code is being used by an authorized user or in an authorized manner. Bank will have no additional security obligations.

J. Changes to Agreement

The Bank reserves the right to change the terms and conditions of this agreement (including fee schedule) at any time, which includes the addition and deletion of Online Banking services. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of

the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using Online Banking when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of Online Banking and notifying us of your election by e-mail or regular mail.

K. Use of Electronic Mail (e-mail)

A valid e-mail address is required to register Online Banking and Online Bill Pay services. With Online Banking services, we may send you messages relating to your account; such as, e-mails about a specific payment, future payment reminders, and changes made to your personal profile or password, if applicable, changes in services, and agreement changes, through your external e-mail address. You may choose to receive or stop receiving any of the following bill pay e-mail notifications at any time:

- When a bill is received.
- When a bill has not been received X days before the billing date.
- When no payment has been scheduled X days before the payment is due.
- When a payment is made.

Occasionally, we may send out newsletters or promotional emails. You can unsubscribe from future newsletters or promotional emails at any time.

You can use e-mail to communicate with the Bank by clicking on Contact Us at www.ibankunited.com. However, e-mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at 1-800-821-3899, Monday through Friday 6:00 a.m. – 6:00 p.m. PT.

Messages sent by e-mail may not be secure, and can be intercepted by third parties. Also, be aware that a "receipt" acknowledgment on an email message means only that the message has been routed in the Internet, not that it has been received by us. If, for any reason, your external e-mail address changes or becomes disabled, please contact the Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external e-mail address through the Contact Us tab within your Online Banking service.

L. Transfers from Money Market and Savings Accounts

Federal regulations limit the number of preauthorized electronic funds transfers – including Online Banking and Online Bill Pay transactions – from money market deposit and savings accounts. You are limited to six (6) preauthorized electronic funds transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. Of these six (6) transactions, you are limited to only three (3) transactions by check or point-of-sale. Each transfer or payment through Online Banking services from your money market or savings account is counted as one of the six (6) limited transfers you're permitted each statement period. Payments to your UCB loans are not counted toward this limit. You cannot designate a money market deposit account or a savings account as your bill pay account due to these restrictions.

M. Contact by UCB or Affiliated Parties

No UCB employees or any company affiliated with UCB Online Banking or Online Bill Pay will contact you via mail, e-mail or phone requesting your Online Banking or Online Bill Pay User ID and password. If you are contacted by anyone requesting this information please contact us immediately.

N. Reporting Unauthorized Transactions

Call us at 1-800-821-3899 at once to notify us of any unauthorized transaction. Online Banking customer service is available from 6:00 a.m. to 6:00 p.m. PT, Monday through Friday, excluding federal holidays. You may also write us at:

**United Commercial Bank
Customer Service
P.O. Box 882373
San Francisco, CA 94188-2373**

O. Initiating Payment Inquiries

You may contact us at 1-800-821-3899 to inquire about a payment. You should allow at least five (5) business days for the payment to be received and processed by your payee before you make a payment inquiry.

P. Disclosing Information to Third Parties

We will disclose information to third parties about your account or your transactions:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders or with the request of a federal regulator.
- If you give us your permission in writing, which permission shall not remain in effect longer than 45 days.

For more detailed information on our privacy practices, visit our website www.ibankunited.com and refer to our Privacy Policy.

Q. Account Statements

We report your Online Banking transactions on the monthly statements of your Online Banking designated deposit account(s). A description of each transaction, including whom you paid, the date and the amount of the transaction will appear on your statement. Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

IV. Additional Provisions Applicable Only to Consumer and Sole Proprietorship Accounts

A. In Case of Errors or Questions about Your Electronic Transactions

If you think your statement or transaction record is wrong, or if you need more information about a transaction listed on a statement or receipt, please telephone us at 1-800-821-3899 between 6:00 a.m. and 6:00 p.m. PT, on a business day, or write us as soon as you can at:

**United Commercial Bank
Customer Service
P.O. Box 882373
San Francisco, CA 94188-2373**

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

When you contact us, please provide the following information:

1. Your name and account number.
2. The error or the transaction you are unsure about. Explain as clearly as you can why you believe there is an error or why you need more information.
3. The dollar amount of the suspected error.

Please explain as clearly as you can why you believe there is an error or why you need more information.

In most cases, we can answer questions or resolve your problem over the telephone. If you tell us orally, we may require that you send us your question or complaint in writing within ten (10) calendar days.

For account holders in Massachusetts, we will tell you the results of our investigation within ten (10) calendar days after we hear from you, and will correct any error promptly. However, in some cases, it may take up to 45 calendar days to investigate your question or complaint. If this is the case, we will provisionally credit your account within ten (10) calendar days for the amount you believe is in error. This is so that you will have use of the funds 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 ten (10) calendar days, we may not provisionally credit your account.

For account holders in other states, we will tell you the results of our investigation within ten (10) business days (20 business days if the claim involves an electronic funds transfer to or from a new customer's account during the first 30 days the account is open) after we hear from you, and will correct any error promptly. However, in some cases, it may take up to 45 days (90 days for new accounts, point-of-sale or foreign-initiated transactions) to investigate your question or complaint. If this is the case, we will provisionally credit your account within ten (10) business days (20 business days if the claim involves an electronic funds transfer to or from a new customer's account during the first 30 days the account is open) for the amount you believe is in error. This is so that you will have use of the funds 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 ten (10) business days, we may not provisionally credit your account.

We will send you a written explanation within three (3) business days after our investigation is completed. You may ask for copies of the documents that we used in our investigation.

If you authorize parties other than the Bank to debit your UCB account for payments, you should be aware that you may have to contact these parties directly if you have questions, complaints, or problems involving your transactions with them. When you authorize other parties to debit your account, they have responsibilities for these transactions under federal law. We may not be able to help you, as we will only have the information received from the party who originated the debit.

B. Limitation of Bank's Liability

Contact us AT ONCE if you believe that your Online Banking password has been compromised or if someone has transferred or may transfer money from your account without your permission. Call us at 1-800-821-3899 between 6:00 a.m. to 6:00 p.m. PT, Monday through Friday. If you cannot call us, write to our Customer Service at P.O. Box 882373, San Francisco, CA 94188-2373. Telephoning is the best way of keeping your possible losses down. The unauthorized use of your Online Banking services could cause you to lose all the money in your account(s).

However, if you tell us within two (2) business days after you learn that your Online Banking password has been compromised or that an unauthorized transaction occurred, you can lose no more than \$50 if someone used your password or made a transaction without your permission. If you do NOT tell us within two (2) business days after you learn of the compromised password or unauthorized use of your United Card or PIN, and we can prove we could have stopped someone from using your

Online Banking password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfer(s) that you did not make, tell us at once. If you do not contact us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60th day, 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 notifying us, we will extend the time periods to a reasonable time.

Should you give someone your Online Banking User ID and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. After you notify us that the person is no longer authorized and we have reasonable time to act on your notice, additional transactions by that person will not be authorized transactions.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

C. Our Liability for Failure to Make Transfers

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. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient available funds in your account to make the transfer.
- If Online Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as earthquake, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If we have received a court order or similar directive (such as a writ of attachment or execution) preventing us from allowing any withdrawals from your account.
- If you have closed your account.
- If you have not provided to us complete, accurate, or current account numbers or other identifying information so that we or a merchant or institution can properly credit your account.
- If you have not properly followed the Online Banking or Online Bill Pay instructions or have provided us with inaccurate or wrong information.
- We have not yet activated your Online Banking service or we have terminated your use of the Online Banking service.
- We are not liable for special, indirect or consequential damages if an error was not intentional and resulted from bona fide error despite maintaining procedures adopted to avoid such error.
- Except as otherwise required by applicable law, if an error was not intentional and resulted from bona fide error despite maintaining procedures adopted to avoid such error, our liability to you is limited to no more than the amount of money that is lost from your deposit account as a result of our fault plus the amount of Online Banking services fees in connection with the disputed transactions that we have collected from you over the preceding one-year period.

There may be other exceptions not specially mentioned here.

V. Additional Provisions Applicable Only to Business Accounts (Other than Sole Proprietors)

A. Protecting Your Password

You agree that we may send notices and other communications, including password confirmations, to your current mailing address or email address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that United Commercial Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:

1. keep your password secure and strictly confidential, providing it only to authorized signers on your account(s);
2. instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and
3. immediately notify us and select a new password if you believe your password may have become known to an unauthorized person.

The Bank will have no liability to you for an unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

B. Access by End-Users

A business owner or authorized individual who requests and receives access to the Business Online Banking service as the Online Banking Company Administrator, may authorize end-users to access the business' Online Business accounts. Each end-user must use a unique User ID and password to access the Business Online Banking service. Each business owner or authorized individual is responsible for the actions of the end-users and agrees to indemnify and hold the Bank harmless from any and all claims, damages and cost/loss resulting from the actions of the end-users.

C. Acknowledgement of Commercially Reasonable Security Procedures

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

D. Limitation of Bank's Liability

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated

based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney(es) fees, even if we are advised in advance of the possibility of such damages.

VI. Electronic Disclosure and Consent

You agree that we may provide you with all disclosures, notices and other communications, about Online Banking, including your Online Banking Service Agreement and any future amendments, in electronic form. You may download or print the notice from your computer if you have the hardware and software described below.

At your request we agree to provide you with a paper copy of such a notice. You may request paper copies of required notices by calling us at 1-800-821-3899, Monday through Friday, from 6:00 a.m. to 6:00 p.m. PT.

VII. System Requirements

In order for you to access and retain records, your system must meet the following requirements:

- Internet access
- An Internet browser that supports 128-bit encryption
- A certified/supported browser

If your browser does not support 128-bit encryption, you must upgrade it in order to continue to access the Online Banking secure pages.

The most updated list of the certified/supported browsers for our Online Banking Service/Online Bill Pay Service is posted on our website. Please visit www.ibankunited.com and refer to "Encryption and Browsers". We strongly discourage you from using unsupported browsers as they may not allow our Online Banking product to function or display properly and may fail to meet our security requirements.

To print or download disclosures you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.

VIII. Service Provided As Is

The Online Banking service access is made available to you "as is" without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or freedom from computer virus. We make no representations on warranties that it will work on your computer, or will be suitable for your intended purposes. If you are unable to access Online Banking (after being informed that your access has been set up) on your computer, please contact our Customer Service Representatives at 1-800-821-3899 Monday through Friday, 6:00 a.m. to 6:00 p.m., PT, for assistance. If you are unable access our Online Banking service after contacting our Customer Service Representatives, we may refund to you the Online Banking service fee that we charged you for the most recent month and terminate your Online Banking service. If you subsequently resolve the problem or get a new computer or upgrade your current system and wish to try our Online Banking service again, please contact us and we will be pleased to restart your Online Banking service. The Bank does not warrant the adequacy, accuracy or completeness of the information and materials included in the Bank's web site or in third party sites linked (with permission) to or from the Bank site or that the functions

provided will be uninterrupted or error-free. The Bank expressly disclaims any liability for any errors in or omissions from information, materials and functions included in the Bank's website or any third party sites linked (with permission) to or from the Bank site. The Bank cannot make representation as to the Privacy Policy of any external web site which is linked to the Bank's web site.

IX. Applicable Law

Except to the extent that Federal law is controlling, your rights, our rights, and the terms and conditions of this Agreement will be governed in all aspects by laws of the State of California without reference to principles of conflicts of laws. Any action brought in a court concerning this Agreement or the Online Banking service must be brought in a proper court in the City and County of San Francisco, California.

X. Protecting Your Account

Preventing Misuse

- 1. Report to the bank immediately:** You are vital to the prevention of the wrongful use of your account. You must promptly examine your statement upon receipt. If your records and ours disagree, you must immediately call the Bank's Customer Service Representatives at 1-800-821-3899, Monday through Friday from 6:00 a.m. to 6:00 p.m. PT.
- 2. Personal Information:** Not only must you protect your account information but you should take precautions to protect your personal information (i.e. driver's license, social security number, etc.). This information by itself or with the information on your account(s) may allow unauthorized access to your account(s). It is your responsibility to protect your personal information and account information. For more information on protecting your personal information, please review the information contained in the "LEARN MORE ABOUT ONLINE FRAUD PREVENTION AND PROTECTION" Link which is posted on our website at www.ibankunited.com.
- 3. Protecting your password:** The Company ID, User ID and password that are used to access Online Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.