

## **BANK OF CHINA INTERNET BANKING SERVICE CUSTOMER SERVICE AGREEMENT**

**1. Introduction** This Agreement (the "Bank of China Internet Banking Service Customer Service Agreement" or "this Agreement") contains the terms and conditions governing the Online Services (the "Online Services") available to you under the Bank of China's Internet Banking Service (BOCIBS), including the ability to request wire transfers. This Agreement will be effective only upon the earlier of: (i) our receipt of this Agreement agreed to by you; or (ii) your use of any Online Services under the BOCIBS. You understand that by using any of the Online Services under the BOCIBS, you agree to abide by the terms and conditions described in this Agreement. Please be aware that we may change the terms and conditions of this Agreement from time to time, without notice to you.

You may cancel this Online Service at any time by sending a request for cancellation via our "Contact Us" form. Upon confirmation of your request, your online account will be cancelled and all your online account information will be deleted.

You should keep a copy of this Agreement in order to refer to it for assistance in answering questions about the Online Services under BOCIBS. Please be aware, however, that we may change the terms and conditions of this Agreement from time to time, without notice to you.

**2. Definitions.** In this Agreement, the following terms shall be defined as below:

"Bank of China" means Bank of China, New York Branch; Bank of China, Queens Branch; Bank of China, Chicago Branch or Bank of China, Los Angeles Branch, which will also be referred to as "Bank," "us," "we," or "our." Also, the branch where you opened your account(s) will be referred to as your "Home Branch." Please be advised that the Bank's New York and Queens Branches are members of the FDIC, but our Los Angeles Branch is not a member of the FDIC.

"Business Day" means any banking business day, excluding Saturdays, Sundays, and banking holidays.

The "close of business," "end of the business day", or "cutoff time" means the time by which we must receive transfer, wire transfer, or transaction instructions to have them considered processed on that particular Business Day, as set forth below in this Agreement. Please be advised that the close of business may differ for each Branch and is posted in that Branch.

"Status Screen" means any screen accessible through BOCIBS that allows you to check the status of a transaction.

"Transfer" and "Wire Transfer" have the meanings set forth in Section 3(A) of this Agreement.

"You" and "your" refer to you, the Bank's account holder applying for or using the Online Services.

**3. Online Services.**

**A. Identifying Information; Banking Services.** To be eligible to utilize the Online Services, you must maintain an account or accounts with us. The Bank reserves the right to limit eligibility to certain types of personal accounts and to monitor and modify such eligibility from time to time. Before BOCIBS is made available to you, you must agree to this Agreement.

To establish an eligible personal account with the Bank, you must provide true, accurate, current and complete information about yourself, as requested in our registration form and account setup forms, and agree not to misrepresent your identity. Accurate records enable us to provide the Online Services to you. You further agree to keep your registration and account information up to date and accurate.

Once you have established an eligible account with the Bank, we will review the account and any other information we may require from you, you must create an Online Service ID and password. You can then log into your account online, using your ID and password.

We recommend that you change your password on a regular basis for your own security and protection. IT IS YOUR RESPONSIBILITY TO LIMIT THE PARTIES TO WHOM YOUR PASSWORD IS DISCLOSED. LIMITING DISCLOSURE OF THE PASSWORD WILL HELP PREVENT UNAUTHORIZED ACCESS TO YOUR ACCOUNT(S). YOU ACKNOWLEDGE THAT ACCESS TO YOUR ACCOUNT(S) THROUGH BOCIBS IS SEPARATE AND DISTINCT FROM ANY SIGNATURE ARRANGEMENTS FOR THAT ACCOUNT OR ACCOUNTS THAT MAY BE ON FILE WITH THE BANK. WE HAVE THE RIGHT TO RELY ON THE AUTHENTICITY AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED WHEN THEY ARE ACCOMPANIED BY YOUR PASSWORD AND TO ACT ON SUCH INSTRUCTIONS.

In order to access your account(s) online, you will need access to the Internet with a browser that supports 128-bit encryption. You may access your account(s) from anywhere there is access to the Internet. The following are examples of the services and features available to you online:

- See a summary of your linked accounts and review current account transactions.
- Transfer funds between your checking, savings, and money market accounts ("Transfers").
- Apply for domestic and international wire transfers subject to applicable limits ("Wire Transfers"). Funds should be only in US dollars.
- Request stop payment on your personal checks.
- Request profile change, such as address or other contact information.
- Request checks book order.

**B. Transfer Services.** When you request a Transfer to be made using BOCIBS, you will be required to designate one of your eligible Bank accounts as the source for that transaction. When we receive a transfer instruction, we will arrange a transfer to another of your accounts. You authorize the Bank, and any agent used by the Bank in connection with BOCIBS, to charge your accounts with the Bank for all Transfers that you authorize through BOCIBS.

The Bank will not be obligated to make any Transfer unless there are sufficient available funds in your designated source account. You agree to maintain sufficient available balances in your designated source account to cover all requested Transfers. You recognize, however, that a garnishment or other legal process served on the Bank, or a "hold" placed on your account by the Bank in accordance with its normal policies, may serve to diminish the available balances in your designated source account. You hereby authorize the Bank, at its option, to debit any of your other accounts to cover an overdraft created by following your instructions to make Transfers.

There may be circumstances (such as, but not limited to, electrical outages, failures in computer systems or communication lines, strikes, acts of God, natural disasters, acts of war, and civil unrest) that prevent timely processing. The Bank will not be liable for any delay or failure due to these or similar circumstances. If for any reason your BOCIBS connection is interrupted during a transaction session, you are required to log on to BOCIBS again to ensure that the transfer instruction is displayed on the appropriate Status Screen and to re-enter your request if necessary.

**C. Changing Your Profile.** It is important that you keep your account records up-to-date. In particular, you must keep us informed of any change in your address, and be sure to change the address on all of your accounts. If you notify us of a change of address once your account is opened, it will not affect the Home Branch assigned for your accounts. Once your Home Branch is established, any additional accounts you open by mail or using Bank Online Services will be assigned to that branch. You may request changes in your account records through Online Services. Upon receiving your request, we will generally try to process it within three business days.

**D. Opening CDs.** If you maintain any account(s) of any type with us, you may apply for opening of a new CD through our Online Services. You understand that if you do not have an existing CD account with us, you must execute a signature card and mail it to your Home Branch. After the receipt of your eligible signature card, we will set up your CD account and notify you of the starting date for your new CD.

Your available balance does not reflect your recent CD applications until we notify you the starting date of your new CDs. Transactions made on weekends, bank holidays, or after bank business hours are not reflected in your account until the next business day. You understand that it is your responsibility to maintain a positive balance in your account before conducting any further online banking transactions. The Bank will not be responsible for the cancellation of your CD application or delay of your further transactions caused by insufficient funds.

- The online CD request will generally be processed within 3 business days after receiving your application and/or eligible signature card if needed.
- Overdraft on the available balance of your account is prohibited.

**E. Order Check.** You can order personal checks through an online request. When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our service. The cost varies depending on the style and quantity you select and includes postage and handling.

**F. Stop Payment.** You can instruct us to stop payment on a check on your account(s) that has not been paid or processed. You can issue a stop payment order by using our Online Services or calling your Home Branch. If your instruction is received after close of business in your Home Branch, your stop payment instruction will be processed on the next business day. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. If the subject check(s) is successfully stopped a confirmation will be sent to you in writing or online. A stop payment instruction will stay in effect for 6 months, unless you instruct us to cancel it or to renew it, provided we have not already returned the check. The instruction may be renewed for additional six-month periods. In your instruction, you will need to provide your account number, the check number and amount, and the date the check was written. If this information is not exactly correct, the stop payment may not be effective. We may pay the check when the stop payment order expires. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment instruction. We will charge you for our stop payment service.

**G. Wire Transfer Services.** For Online Services, we only accept requests in US dollars. In addition, Wire Transfer requests through Online Services have the following limits and features:

- The daily-accumulated amount of all Wire Transfer requests should not exceed \$50,000.
- Each Wire Transfer request made online is charged a fee of \$18 per transaction (\$2 less than wire transfer requests made offline).
- The Wire Transfer online request will generally be processed within three (3) business days after we receive your request.
- Overdraft on the available balance on your source account is prohibited.

When you request a Wire Transfer to be made using BOCIBS, you will be required to designate one of your eligible Bank accounts as the source for that transaction. You will also be required to supply other information as described below, including the name of the recipient ("Beneficiary"), address, bank address and routing number, and account number. In addition, certain fees, conditions, representations and warranties, and other requirements apply to all wire transfer requests, as set forth in the "Wire Transfer" section below. When we receive a wire transfer request, we will examine the request, and if we accept it, we will so advise you and well execute the wire transfer, subject to the qualifications, conditions, and requirements set for in the "Wire Transfer" section below. Upon your request for a Wire Transfer, you authorize the Bank, and any agent used by the Bank in

connection with BOCIBS, to charge your source account, and if necessary other Bank account(s), for the Wire Transfer and all fees and other related charges.

The Bank will not accept any Wire Transfer request if there are insufficient available funds in your designated source account. You agree to maintain sufficient available balances in your designated source account to cover all requested Wire Transfers. You recognize, however, that a garnishment or other legal process served on the Bank, or a "hold" placed on your account by the Bank in accordance with its normal policies, may serve to diminish the available balances in your designated source account. You hereby authorize the Bank, at its option, to debit any of your other accounts to cover an overdraft created by our execution of your Wire Transfer requests.

There may be circumstances (such as, but not limited to, electrical outages, failures in computer systems or communication lines, strikes, acts of God, natural disasters, acts of war, and civil unrest), which prevent timely processing. The Bank will not be liable for any delay or failure due to these or similar circumstances.

**4. Hours of Operation.** BOCIBS is available twenty-four hours a day, seven days a week, except during system maintenance periods when you may experience a delay or failure to gain access to the system.

a) Transfer Services. You will see an online confirmation page when you initiate or schedule a Transfer by BOCIBS. All Transfers will be processed on the date shown on that page (processing date/scheduled date) and will be deducted from your account(s) on the day on which the transaction is processed. If you scheduled a Transfer on non-Business Days, your request will be processed on the next Business Day.

You may also schedule monthly recurring Transfers by BOCIBS. If you schedule the recurring date on the last day of any month, your recurring Transfer will be processed on last days of every month during your recurring period. If you schedule the recurring date on the 30th of January, March, May, July, August, October and December, your recurring Transfer will be processed on last days of every other month during your recurring period.

b) Wire Transfer Services All Wire Transfer request will be processed within three Business Days. If you schedule a Wire Transfer Service, an email will be sent to you later when your request is processed. All Wire Transfers initiated or scheduled on non-Business Days will be processed within the next three Business Days.

**5. Internet Access.** You are responsible for obtaining Internet services via the Internet service provider of your choice. You are additionally responsible for any and all fees imposed by such Internet service provider for such access, as well as the cost of telephone usage and connection time.

**6. Your Liability for Transfers, Wire Transfers, or Payments.** You are responsible for all authorized Transfers, Wire Transfers, or Payments made with your Password. Except as required under applicable law, you are also responsible for all unauthorized Transfers, Wire Transfers, and Payments made with your Passwords.

**You should frequently check your account balances and requests for Transfers, Wire Transfers, and Payments to ensure there has been no unauthorized use of such accounts and that there are sufficient funds for any such request. If you believe that your Password has been lost or stolen or that someone has made requests for Transfers, Wire Transfers, or Payments from your account without your permission, you should notify us AT ONCE, by contacting Bank of China BOCIBS Customer Service pursuant to the notice provisions in this Agreement**

Notwithstanding anything herein to the contrary and without regard to the degree of care exercised by either you or Bank of China, your failure to report to us any unauthorized Transfer Payment or error from any of your account(s) (i) as soon as you are aware of it (up to any period applicable under law) or (ii) its appearance on a bank statement or on BOCIBS, whichever is earlier, relieves us of any liability whatsoever for any loss you may sustain and precludes you from asserting any claim against us based upon such unauthorized use or error.

Any errors reported to the Bank will be promptly investigated by the Bank, and the Bank will advise you of the results of the investigation. However, as discussed above, you are responsible for the initial investigation of any apparently unauthorized use .

**7. Charges.** Access to BOCIBS is currently free to all Bank of China personal account customers. We may, however, assess a charge for these Online Services in the future. In addition, fees and charges may apply to Wire Transfer requests.

**8. Statements.** You will receive a monthly statement for each account accessible through BOCIBS. Each statement will show all activity, including BOCIBS and non-BOCIBS transactions, that has occurred in such account during that month.

**9. Disclosure of Account Information to Third Parties.** You have the right to confidentiality regarding your account information. The Bank agrees to keep all such information confidential, with the following exceptions:

- (i) The Bank may exchange such information with its employees, agents, affiliates, subsidiaries, or parent bank in circumstances deemed necessary or appropriate by the Bank;
- (ii) If and when the Bank selects an agent to act as service provider for the BOCIBS product, such agent may encounter information about your accounts, BOCIBS transactions, and e-mail messages;
- (iii) When you agree in writing that the Bank may disclose specific information;
- (iv) When you have named Bank of China as credit reference;
- (v) When an inquiry is made regarding sufficient funds to cover a Transfer, Wire Transfer, or Payment authorized by you;
- (vi) When it is necessary or customary to disclose information to third-parties in connection with a Wire Transfer requested by you;
- (vii) When the Bank is required by law to disclose such information; and
- (viii) When the Bank must disclose such information in order to comply with a legal process.

It should be noted that in most instances, the Bank receives a subpoena, summons, search warrant, court order, or your written authorization before disclosing your account information to third parties, except for Wire Transfers as noted above.

**10. The Bank's Liability.** Bank of China is not liable to you for any loss you sustain as a result of using BOCIBS except where we fail to exercise ordinary care in processing transactions, and in the case of such failure by us, our liability shall be limited to the dollar amount of the funds transferred, less any amount that would have been lost even in the exercise of ordinary care by us. We shall also not be liable for failure to provide service for any account(s) no longer linked to the Bank of China BOCIBS product.

WE SHALL NOT BE RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE, OR INJURY CAUSED BY THE EQUIPMENT AND/OR THE BOCIBS PRODUCT. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING IN ANY WAY FROM YOUR USE OF BOCIBS. BOCIBS, THE ONLINE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". WE DO NOT MAKE ANY WARRANTIES REGARDING THE SAME, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**11. Indemnification.** By using BOCIBS, the Online Services, or our Wire Transfer services, you thereby agree to indemnify the Bank against any claim, liability, or loss asserted against or incurred by the Bank arising from or in connection therewith, including but not limited to any claim that use of a Password is not a commercially reasonable means of providing security against unauthorized transactions and any liability or loss incurred by the Bank as a result of our allowing a Multiple Authorization Account to be included within BOCIBS.

**12. Additional Terms and Conditions.**

**A. Other Agreements.** In addition to this Agreement, you agree to comply with Bank of China's rules and regulations, applicable state and federal laws and regulations, and such other written requirements as the Bank may furnish to you (whether in connection with this service or not), including but not limited to our deposit account agreement and credit facility agreement.

The addresses, telephone numbers, and other information, rights and responsibilities contained in this Agreement are limited to BOCIBS-related activities and do not cover any other types of accounts, fund transfers, wire transfer requests, payment mechanisms, or other relationships between you and Bank of China. These items are all governed by separate documentation relating to those services.

Any overdraft that you incur through your use of BOCIBS is subject to the terms of any applicable agreement for credit between Bank of China and you.

**B. Alterations and Amendments.** The Bank reserves the right to alter or amend the terms of this Agreement and other documentation and requirements associated with the Online Services at any time.

**C. Termination or Modification of BOCIBS Service.** Bank of China reserves the right to terminate or modify this Agreement and the Online Services, in whole or part, at any time with prior thirty (30) days' notice and for any reason, including your failure to use your BOCIBS Online Services for a period of three (3) months or more.

You may cancel this Agreement at any time by notifying Bank of China BOCIBS Customer Service, either by e-mail using the preformatted e-mail screen or by writing pursuant to this Agreement. Any such notice of cancellation will serve to cancel your Online Services only, not your account relationships with Bank of China. Moreover, please note that Bank of China will not honor transaction requests or instructions sent by e-mail.

**D. Data Recording.** By using BOCIBS, you acknowledge and permit that the information and e-mail messages you enter on BOCIBS may be recorded.

**E. Authority.** You represent and warrant that you are authorized to enter into this Agreement and to bind your account(s).

**F. Records.** Bank of China's records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to the Bank and, in the absence of manifest error, will be binding and conclusive.

**G. Cutoff Time.** The Cutoff Time referenced in this Agreement reflects the times displayed on Bank of China's internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any instructions to Bank of China sufficiently in advance of such Cutoff Times to minimize your risk of missing the cutoff.

**H. Customer Service; Notice.** If you need assistance with BOCIBS or you need to communicate with the Bank, you may call Bank of China Customer Service at 1-212-935-3101 during business hours and speak with our customer service representative, or you may write us at:

BOCIBS Services Bank of China 410 Madison Avenue New York, NY 10017 Attn: Customer Service

All notices and communications must be signed by you and sent to the above address, unless otherwise provided herein.

You agree that the Bank may record your conversations with the Bank. The Bank does this from time to time among other things to monitor the quality of service and accuracy of information Bank employees give to customers and to ensure Bank employees accurately follow your instructions. Customer Service can help resolve any BOCIBS problems, but Customer Service is not authorized to waive any provision of this Agreement.

**I. Governing Law.** Any disputes arising from or related to this Agreement, BOCIBS or the Online Services provided to you by Bank of China shall be governed by the laws of the State of New York (without reference to the conflict of law rules thereof), as well as applicable federal laws, rules and regulations. All actions, suits, or other proceedings in connection with the transactions contemplated by this Agreement shall be brought a court of competent jurisdiction in the City, County, and State of

New York. By execution and delivery of this Agreement, you and the Bank hereby irrevocably submit to the jurisdiction of such a court without, however, waiving any immunity, right of removal, or other right each party may have.

**J. Assignment.** We may assign this Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary or affiliate of its parent corporation.

**K. Severability.** In the event that one or more of the provisions of this Agreement shall for any reason be deemed to be invalid, illegal, and/or unenforceable, the remaining provisions shall remain valid and enforceable.

**L. Waiver of Jury.** You waive the right to demand a trial by jury in connection with any litigation arising from or relating to this Agreement, BOCIBS, or the Online Services.

**M. Agreement and Consent.** This Agreement requires your agreement, either by signature or online if available. Your Home Branch and hours are set forth below:

New York Branch (Member FDIC-FDIC Insured) 410 Madison Avenue (on 48th Street) New York, NY 10017 Tel: 212-935-3101 Fax: 212-593-1831 Business hours Mon - Fri: 9:00 am - 3:30 pm (ET)

Queens Branch (Member FDIC-FDIC Insured) 42-35 Main Street Flushing, NY 11355 Tel: 212-925-2355 Fax: 718-321-3733 Business hours Mon - Fri: 9:00 am - 4:00 pm (ET) Sat. - Sun: 10:00 am - 3:00 pm (ET)

Los Angeles Branch (Non-FDIC Insured) 444 South-flower street 39/F LOS ANGELES, CALIFORNIA 90071 TEL: (213) 688-8700 FAX: (213) 688-1015 Business hours Mon - Fri: 9:00 am - 3:00 pm (PST)

Chicago Branch (Non-FDIC Insured) 111 S. Wacker Drive, Suite 4800, Chicago, IL 60606 TEL: (312) 506-8688 Fax: 312-753-6721 Business hours Mon-Fri: 9:00 am - 3:00 pm (CST)

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures and Wire Transfer information, may be made electronically by posting the notice on the BANK SYSTEM website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**13. Provisions Relating to Wire Transfers.** In addition to the provisions of this Agreement set forth above, the following provisions apply to Wire Transfers.

**A. Eligibility.** In order to submit Wire Transfer requests to us, you must have transmitted to us your agreement to this Agreement, and we must have accepted your submission of this Agreement, which includes Wire Transfer services. Your submission and/or our acceptance of a customer service agreement that does not include Wire Transfer services is insufficient to make you eligible to use Wire Transfer services.

**B. Wire Transfer Requests; Representation and Warranty of Accuracy and Authority.** You submit a request for Wire Transfer by filling out and submitting the information required in our Wire Transfer screen, together with all requisite authorizations. By such a submission, you represent and warrant to us that the information you provide to us is accurate and that we may rely upon it in executing your Wire Transfer request, and you represent and warrant to us that the individual making the Wire Transfer request (and using your Password therefor) is authorized by you to make that request. You agree to provide us with a valid email address or telephone or mobile number. You agree that we may email/call/text you through your wireless provider. We do not charge for this service, but you are responsible for all charges and fees associated with emails/phone calls/text messages imposed by your wireless service provider.

**C. Debiting Your Source Account and Processing Time.** By the submission of a Wire Transfer request, you authorize us to debit your designated source account (or as described above, your other accounts with us) immediately in order to fund the Wire Transfer. If funds in your designated source account are insufficient to cover the Wire Transfer at the time we receive your request, we may refuse to accept your request. Please be advised that, although we may debit your source account immediately, our transmission of the Wire Transfer funds may be effected thereafter, for example through the use of an automated clearing house system, correspondent bank relationship, or otherwise, and consequently, the processing of the Wire Transfer funds may take place over an indefinite period of time following your submission of and our acceptance of your Wire Transfer request. In addition, the processing of Wire Transfers and the receipt of funds by the Beneficiary is dependent upon local laws, customs, rules, and regulations, including banking law and practice, in the country where the Beneficiary and/or its account is located. Any Wire Transfer must comply with those local laws and practices and its execution and processing time will be subject thereto.

**D. Compliance with Applicable Law and Regulation.** In making a Wire Transfer request, you are required to comply with all federal and state laws and regulations of the United States, including reporting, tax, anti-money-laundering, OFAC requirements, and legal process. In addition, you are required to comply with all laws and regulations of the country in which your Beneficiary resides and/or in which the receiving account is located. Your submission of a Wire Transfer request to us constitutes your representation and warranty to us that the Wire Transfer you are requesting complies with all such U.S. and foreign law and regulation. Notwithstanding such representation and warranty, we retain at all times the absolute right in our sole discretion to refuse, cancel, withdraw, and/or revoke any Wire Transfer that we, in our sole discretion, consider in actual, potential, or possible violation of such U.S. or foreign law or regulation. In that event, you will be solely responsible for the amount of the Wire Transfer and all related fees, charges, losses, damages, or related costs. In addition, we reserve the right to limit the number, frequency, and amounts of the Wire Transfers you request.

**E. Payment Undeliverable or Refused.** In the event that payment of a Wire Transfer is undeliverable for any reason or is refused by the Beneficiary, we will cancel the Wire Transfer and, if practicable, will return the Wire Transfer funds to your source account, less any applicable fees, charges, exchange costs, and interest. Please note that, if funds have been converted into

foreign local currency, it may not be practicable to return the funds to you. In the event of cancellation, we will attempt to so notify you, and it is your responsibility to respond promptly to our notice.

**F. Indemnification.** By your signing of this Agreement and/or your use of our Online and Wire Transfer Services, you agree to indemnify and hold the Bank, its shareholders, parent, subsidiaries, affiliates, and their directors, officers, employees, agents, suppliers, and subcontractors harmless from any claim, demand, liability, or loss of any kind whatsoever, including reasonable attorneys' fees and disbursements, made by you, the Beneficiary, or any third party, arising out of or related to your use of our Online and Wire Transfer Services.

**G. Disclaimer of Warranties.** By your signing of this Agreement and/or your use of our Online and Wire Transfer Services, you agree that the Online and Wire Transfer Services are provided on an "as is" and "as available" basis and that the Bank is not making to you any representations or warranties of any kind except as set forth herein, subject to any limitation imposed by applicable law or regulation.

**H. Limitation of Liability.** In the event that a Wire Transfer is not completed, the Bank's liability to you, if any, will be limited to the amount of the Wire Transfer only, without interest, unless it is contrary to customer's error resolution rights or otherwise required by applicable law or regulation. The Bank will not be liable under any circumstances for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for lost profits, goodwill, use, data, or other intangible losses, even if the Bank has been advised of the possibility of such damages. Finally, to the extent that any statute or law to the contrary may be modified hereby, you agree that any claim or cause of action arising out of or related to your use of the Online or Wire Transfer Services must be filed within one (1) year after such claim or cause of action arose or it will be forever barred.

**I. Termination.** The Bank reserves the right to suspend and/or terminate your use of the Online and Wire Transfer Services for any reason and any time upon prior thirty (30) days' notice and may cancel any Wire Transfer pending at the time of such suspension and/or termination. You agree that, in the event of such suspension and/or termination, the Bank will not be liable to you, to the Beneficiary, or to any third party for such suspension and/or termination.

I agree.

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Rev. 06/23/14