



EAST WEST BANK

TERMS AND CONDITIONS

1. Introduction

These Website Standard Terms and Conditions (these “Terms” or these “Website Standard Terms and Conditions”) contained herein on this webpage, shall govern your use of this East West Bank website for online services offered through East West Bank, including all pages within this website and mobile application (collectively referred to herein below as this “Website”). Please read them carefully. These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website if you have any objection to any of these Website Standard Terms and Conditions. By accessing this Website, you agree to be bound by these Terms. East West Bank is referred to as “East West Bank” in these website Terms.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you are a minor.

2. Intellectual Property Rights

Other than content you own, which you may have opted to include on this Website, under these Terms, East West Bank and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. None of the information on this Website may be used, distributed, or reproduced for commercial or public purposes without our prior express written permission.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

All trademarks, services marks, trade names, trade dress, product names and logos appearing in the content of this Website are the property of their respective owners; and use does not imply affiliation or endorsement.

3. Restrictions

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

No third party is authorized to solicit East West Bank's products or services without our prior express written permission. Unauthorized use of the Website and its systems including but not limited to unauthorized entry or attempted entry into password protected and/or secure areas of the Website, or its systems, misuse of passwords, or misuse of any information posted on the Website is strictly prohibited.

Certain areas of this Website are restricted from access by you and East West Bank may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

4. Your Content

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant East West Bank a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party’s rights. East West Bank reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

5. No Warranties

This Website is provided “as is,” with all faults, and East West Bank makes no express or implied representations or warranties, of any kind, related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

East West Bank makes no express or implied representations or warranties that the Website will be uninterrupted or error-free, nor does it make any warranty as to the results that may be obtained from use of the services or the Website.

The Website may include information from third parties (non-affiliates of East West Bank), and/or links to other Websites. East West Bank does not endorse or make any warranties, express or implied, regarding any third party information or any links to other Websites. Moreover, East West Bank assumes no responsibility for the accuracy, completeness, reliability or suitability of the information provided by third parties or information, software (if any), or offers or activity found on other Websites that may be linked to our Website. Your participation in any linked site, including payment for and the delivery of goods or service is based solely on the agreement, if any, between you and the linked site provider and shall be subject to a different privacy policy and security policy provided by such third party.

6. Limitation of Liability

In no event shall East West Bank, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, and any online services or internet browser software used by you to access the Website, whether such liability is under contract, tort or otherwise, and East West Bank, including its officers, directors and employees, shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

7. Indemnification

You hereby defend, indemnify, and hold harmless to the fullest extent East West Bank from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms or misuse of the Website.

8. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Variation of Terms

East West Bank is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

10. Assignment

East West Bank shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

11. Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between East West Bank and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

12. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of California, and you submit to the non-exclusive jurisdiction of the state and federal courts located in California for the resolution of any disputes.

13. SMS Terms & Conditions

By registering your mobile phone number for text based services, you expressly consent to receiving text messages related to any of the mobile banking services that utilize SMS capabilities. The text messaging features of our Online Banking Services are available on all major U.S. carriers (AT&T, T Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS, Virgin Mobile, and Cricket). For non-U.S. mobile carriers, please check with your service provider for SMS availability. Message and data rates may apply and you are solely responsible for such charges. Check with your service provider for details on specific fees and data charges that may apply to you.

Message frequency depends on your account settings, and balances and other information provided may not include recent or pending transactions that have not yet posted to your accounts. East West Bank and your mobile carrier are not liable for delayed, undelivered or misdirected messages. Enrollment in text based services is not a guarantee that you will receive text messages from us, and we reserve the right to cancel some or all text alert elections applicable to your account, at any time.

In the event your mobile number has changed, or your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of your registered device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

If you have questions, you may send a text message with the word "HELP" to 21752 or contact us at **1.888.895.5650** or **1.833.468.8356**. To stop receiving text messages on your mobile phone, text "STOP" to 21752.

14. Privacy Policy

Keeping your financial information secure is one of our most important responsibilities. We value your trust, and recognize the importance of handling information about you with care. Please review our Privacy Policy [here](#).

15. Open Source License Disclosure

The software included in Online Banking and Mobile App of East West Bank (collectively "Online Services") contains third-party copyrighted code that is licensed to East West Bank for use and redistribution. Please click [here](#) for more information.
