



e-Statement Service Agreement.

OVERVIEW

This agreement ('Agreement') is made entered between the Customer ('Customer', 'you', or 'yours') who applied for e-Statement Services ('Service') and Pacific City Bank ('Bank', 'we', 'our', or 'us'). The Customer agrees to be bound by the Agreement if the Customer has applied for and accepted or used the Bank's e-Statement Services. The Customer is an existing customer of the Bank and Customer represents that he/she has the necessary equipment and telephone line/services to receive the facsimile, e-mail, or text message transmissions from the Bank.

e-Statement SERVICES

The Customer authorized the Bank to transmit facsimile, send e-mail, text messages to a facsimile machine or personal computer/mobile phone of the Customer's designation a transcript statement/or per wire transaction ('Transcript Statement') on a daily basis or per transaction basis for wire transactions only (Monday through Friday, except Bank Holidays) until the service is terminated. In addition, all e-Statement Services are subject to the provisions on the Customer's account signature card, account disclosure statement and any other agreement which is applicable to the Customer's account. You may temporary suspend e-Statement Service by applying for a "Vacation" time at our branches.

TERMS & CONDITIONS

This Agreement shall continue and remain in force and effect until it is terminated. The Bank or the Customer shall have the right to terminate this Agreement for cause or without cause. If termination is by Customer it shall be only upon written notice to Bank. Bank may terminate this Agreement without notice at any time. The e-Statement Services shall begin on the second business day is following the full execution and delivery of this Agreement.

BUSINESS DAYS

For purposes of this Agreement, our business days are Monday through Friday, excluding Saturday, Sunday and Federal Banking Holidays.

INFORMATION PROVIDED & DELIVERY TIME

The specific categories of information to be provided by fax or e-mail are as follows:

Transcript Statement is; Account name, last 4 digits of account number, current balance, available balance, posted date, transaction number, amount of transaction and transaction description. Each Transcript Statement will reflect information as of the previous two business days of transactions. You will be deemed to have received each Transcript Statement of our transmission after 7:00 am.

For wire notification

Wire notification e-mail contains; Last 4 digit of account number, branch number, wire amount, Reference, Originator, Ref. for Beneficiary, Sending Institution, Sender Reference Number, Instruction to pay beneficiary, instructing institution, Information for Institution, Information for beneficiary, IMAD, and OMAD.

Wire notification for text message contains; indication of in or out wire, last 4 digit of account number, amount, date, wire to or from.

You will be deemed to have received each wire notification after we import notifications to our system from FRB.

DISCLOSURE OF INFORMATION

In the ordinary course of business, the Bank may disclose information to third parties about the Customer's account(s) or the transactions the Customer makes:

1. Where it is necessary to complete transactions to or from the Customer's account(s) or to resolve errors involving them; or
2. In order to verify the existence and condition of the Customer's account(s) for a third party, such as a credit bureau or a merchant; or
3. In order to comply with legal process, such as orders or subpoenas from government agencies or courts; or
4. If the Customer gives the Bank written permission

DUTY TO REVIEW

You agree to review each Transcript Statement upon receipt. You agree to notify us immediately if you think there is an error or an unauthorized transaction shown on your Transcript Statement. If we transmit a Transcript Statement, which contains or discloses an unauthorized signature or an alteration, you must notify us promptly of that fact, but not later than 30 days after we transmit the Transcript Statement to you. If you do not, we may refuse to reimburse you for subsequent unauthorized transactions by the same wrongdoer(s). If you claim a credit or refund because of a forgery, alteration or any other unauthorized withdrawal, you agree to provide us with an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding your claim. You also agree to make a report to the police and provide us with a copy of the report upon our request. If your Account is not a consumer account, you assume full responsibility for monitoring and reviewing the activity of your account and the work of your employees, agents, accountants, etc.

RELATION TO PERIODIC STATEMENTS

The Service will supplement any Account statements that are otherwise made available for delivery to you. For wire notifications, depending on incoming or outgoing, will reflect as credit or debit on your periodic statement.

STOP PAYMENT ORDERS

If you placed a stop payment order in connection with a check that is identified in the information provided you must comply with the requirements of our Deposit Agreement and Disclosure Statement with you. We will not be responsible for failure to stop payment on any such item if the item has already been paid or if we do not have a reasonable opportunity to respond to and process your stop payment order.

LIMITATION ON LIABILITY

Notwithstanding the forgoing, you understand that by providing the information for your review, we are not making any representations or warranties regarding whether the items reflected will or will not ultimately clear against your account. Furthermore, we will not be liable in the event the e-Statement fail to list every check presented for payment against your account.

LIABILITY FOR FAILURE TO TRANSMIT

Except as specifically provided in the Agreement or where the law requires a different standard, the Customer agrees that the Bank shall not be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, transmission or the Bank in providing the e-Statement Services. The Bank shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment or transmission or provision of the e-Statement Services. If the Bank does not complete an electronic transmission on time according to the Agreement, the Bank shall not be liable for the Customer's losses or damages, or

1. If circumstances beyond the Bank's control (such as fire, flood, labor dispute or power or computer failure) prevent the electronic transmission from being completed, despite reasonable precautions that the Bank has taken.
2. If the Customer's accounts) has been closed or if the customer's e-Statement Services Agreement has been canceled.
3. If the Bank does not receive the information necessary to complete the e-Statement Services.

RIGHT OF REFUSAL

The Bank reserves the right to refuse to honor any items for any reason, including but not limited to, refusal because the item contains an irregular signature or no signature, the item looks suspicious or counterfeit or the item appears to have been altered.

INDEMNIFICATION

In consideration for our providing the Service to you, you agree to defend, indemnify and hold us and our officers, directors, agents and employees, harmless against any and all liability, actions, losses, costs, damages or expenses, including attorney's fees and expenses, which we may sustain or incur by reason of or in consequence of providing the Services in accordance with this Agreement.

FUTURE CHANGES

The Bank reserves the right to change this Agreement from time to time. The Bank may delete, add, modify or otherwise change the e-Statement Services in whole or in part. Notice will be given to the Customer promptly before the effective date of such deletions, additions or modifications that will increase the costs to the Customer of providing the e-Statement Services. No advance notice is required, however, if such deletion, additions, modifications or otherwise changes is made for security reasons. The customer agrees to be bound by such deletions, additions and modifications until termination of the Agreement.

THE CUSTOMER'S ACKNOWLEDGEMENTS AND WARRANTIES

The Customer makes the following acknowledgments and warranties;

1. The Bank will be sending confidential financial information to Customer by facsimile or e-mail which may expose the Customer to inherent risk of potential loss due to the possibility of error, delay in transmission, observation or interruption by unauthorized third parties, or other related problems. Customer agrees to accept the full and sole responsibility for any loss caused by such risks;
2. Customer is an existing customer of the Bank;
3. Customer has the necessary working equipment, telephone line(s), and other connections to receive the contemplated facsimile or e-mail transmission from the Bank; and
4. Customer acknowledges and agrees that the Bank will be sending confidential information by facsimile transmittal or e-mail and that such transmission is inherently insecure communication method due to the possibility of error, delay, observation, interception, or other related problem that results in an unauthorized party receiving the Customer's confidential financial information.

OTHER AGREEMENTS, RULES & REGULATIONS

In addition to this Agreement, the Customer agrees to be bound by and will comply with the requirements of the applicable Account Disclosure Statement in the Bank's rules and regulations and applicable state and federal laws and regulations.

FEES FOR e-STATEMENT SERVICES

Some of the e-Statement shall be provided at a fee of \$5.00 per each delivery method per month on each account. Other fees, as described in the applicable account disclosure statements, which govern the Customer's relationship with Bank ('Account Disclosure Statement') may apply. Your account will be debited automatically.

System Availability

PACIFIC CITY BANK shall have the right to suspend the operation of any e-statement Service and any PACIFIC CITY BANK online system at anytime:

- if, in our opinion, some threat is posed to any system or part of any system;
- for the purposes of carrying out periodic maintenance and administration tasks.

If you wish to query the availability of any e-statement Service or PACIFIC CITY BANK's online system due to possible technical fault you can call our Mobile Banking specialists at 213-355-8833 during normal business hours for assistance.

CUSTOMER INFORMATION

Name	
Account Number	
Day time Phone Number	
Cell Phone Number	
Fax Number	
E-mail address	

Please indicate the service that you wish to receive

Type of Service	Fee	Please indicate yes or no.
Fax Banking	\$5.00 per month	Yes / No
E-mail Statement	\$5.00 per month	Yes / No
Fax Banking + E-mail Statement	\$5.00 per month	Yes / No
Wire Notification E-Mail	Free	Yes / No
Wire Notification text message	Free	Yes / No

I have read the e-statement service agreement and I agree to all the terms and conditions.

Initial Here _____

JOINT LIABILITY

If the Customer's account is a joint account, each separately and both of the Customers together are responsible for complying with the Agreement (called 'joint and several liability').

Customer's Name & Title

Signature

Date

Customer's Name & Title

Signature

Date