



EAST WEST BANK UNIONPAY PREPAID CARD AGREEMENT AND DISCLOSURE

Effective: April 15, 2019

This Agreement and Disclosure ("Agreement") specifies the rights and obligations between East West Bank ("Bank," "we," "our," "us") and you ("you" or "your") regarding the issuance and use of the East West Bank UnionPay Prepaid Card ("Prepaid Card") as provided for in this Agreement. By activating the Card you agree to be bound by the terms and conditions in this Agreement, as may be amended from time to time.

The Card is a UnionPay prepaid card redeemable as described below. Your Prepaid Card will not be issued until we have completed our verification process. You have previously consented to our verification process by applying for the Prepaid Card. Our verification process is described below under "Card Verification Process."

The Card is NOT a credit card. The Card is not connected in any way to any other account. You will not receive any interest on the funds loaded onto your Card.

1. **DEFINITIONS.** Here are some important terms that we use throughout this agreement:

Account: The financial tool with which we measure the balance on your Prepaid Card. While your account is not a deposit account established in your name, once your Card is properly registered the funds on your Card are held by us in a subaccount established for the East West Bank UnionPay Prepaid Card program and are covered by FDIC insurance up to the FDIC insurable amounts. You may only have one Card associated with an account at any one time. If your Card is closed (for example, because it is lost or stolen) we may issue a new Card connected to the same account.

ACH (Automated Clearing House): An electronic deposit to, or withdrawal from, your account that we receive or send through the "automated clearing house" network. Common examples include a direct deposit of payroll and a one-time or recurring payment to a utility company. Please refer to the "List of All Fees for the East West Bank UnionPay Prepaid Card" for the specific services offered on this card.

ATM (Automated Teller Machine): An electronic device that provides many of the same services as a teller, including withdrawals and deposits.

Available Balance: To determine your Available Balance we start with the balance from the prior day and subtract any new settled transaction, which may include fees; apply any credits, which may include settled deposits you have initiated to this account, credit returns and any other credit. From this balance we subtract the following:

- a. Pending charges such as Card purchases that have been authorized but not settled, electronic payments or other transactions that we are obligated to pay or have already paid;
- b. Deposits that are not yet available for withdrawal under our Funds Availability Policy; and
- c. Any holds on your balance, such as holds on funds to comply with court orders or other legal requirements.

Business day: Every day except Saturdays, Sundays and federal holidays. Some branches may close on a business day due to an emergency or to observe a state holiday.

Direct deposit: An automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government paying benefits. Please refer to the "List of All Fees for the East West Bank UnionPay Prepaid Card" for the specific services offered on this card.

Hold on your account: Any amount of money that is in your account balance but that you cannot withdraw because of delayed funds availability, a court order or other reasons.

Item: Any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, Card purchase, fee, charge or other amount that is added to or subtracted from your balance.

Load: Adding funds (depositing) to your balance on the Prepaid Card.

Overdraft/Overdrawn: A negative balance, or the amount by which all the items presented to us on a business day exceed the available balance

PIN: A four-digit personal identification number that you either select or request us to randomly generate and mail to you. A PIN is needed in order to use some of the features of the Card, such as ATM transactions.

UnionPay Prepaid Card, Prepaid Card or Card: The reloadable general-purpose East West Bank branded prepaid card issued to you under this Agreement.

2. **Card Issuance.** Each Card will be issued in the applicable account owner's name. It will also bear a unique identifying number and include a field for the signature of the cardholder. A unique personal identification number ("PIN") will be required as provided in Section 5 below.

3. **Conditions for Issuing Prepaid Card.** Upon completion of our verification process, your Card will be issued to you. However, you will not have all the functionalities described in this Agreement and the "List of All Fees for the East West Bank UnionPay Prepaid Card" of an East West Bank UnionPay Prepaid Card until after you have completed the instructions to activate the Card in accordance with Section 5 "Activation." You must be at least 18 years old in order to apply for and be issued a Card. If we notify you that we need additional information, you must provide the information or your Card will NOT be issued. Upon completion of the verification and activation processes, and unless we notify you otherwise, your Card will be capable of being reloaded as provided herein.
4. **Card Verification Process.** To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who obtains a Card, such as your name, address, date of birth, identification number and other information that will allow us to identify you. What this means for you: If we are unable to verify your identity, we may ask you for additional information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You may be required to mail or fax copies of certain documents to us. You will have 10 days to provide us with supplemental information that we can use to verify your identity. You agree to notify us promptly if your address changes.
5. **Activation.** To activate the Card and select a personal identification number ("PIN"), you should follow the instructions provided at the time you receive your Card and provide the information requested. You may not use the Card or the services provided in this Agreement until you complete the instructions for activation and the Card is actually activated.
6. **Card transactions.** The Card is a reloadable general-purpose prepaid card we issued to you. Once you activate your personalized Card, your account will be opened and you will be able to use your Card and the services provided for in this Agreement. Your account may remain open even if your Card is closed. Unless we otherwise determine, we limit the number of UnionPay Prepaid Cards you may have open at any one time to one. If you do not select a PIN when you open your Card, you will need to select a PIN when you activate your Card.

You can use your Card as follows:

- a. Initiate transactions at any ATM (including ATMs located outside the United States) participating in the Discover, Union Pay, Pulse or NYCE networks, as well as some out of network ATMs, and where available, cash withdrawals and balance inquiries.
- b. Pay for goods or services where Discover, Union Pay, Pulse or NYCE debit cards are accepted, excluding rental purchases, such as automobile rentals, boat rentals, truck and utility trailer rentals.
- c. Make one time ACH transfer of all AVAILABLE funds from your Card balance to a bank account at a U.S. depository institution designated by you as a funding account, by calling 888.317.1029 or visiting eastwestbank.com/UP and providing the requested information.

Some of these services may not be available at all ATMs, terminals or merchant locations. We are not responsible for the refusal of any merchant to accept or honor a Card. Please refer to the "List of All Fees for the East West Bank UnionPay Prepaid Card" for more details on the specific services offered on this Card.

The following additional services are not currently offered on this Card but may be available in the future. If and when any of these particular services are made available for your Card, such service will be subject to the terms and conditions of this Agreement.

- a. Obtain cash back at the point of sale at merchants participating in the Discover, Union Pay, Pulse or NYCE networks that offer cash back;
 - b. Obtain cash back at point of sale terminals participating in the Discover, Union Pay, Pulse or NYCE networks that offer cash back;
 - c. Receive an automatic electronic deposit made through the ACH network to your account by someone else such as an employer issuing payroll or a government paying benefits;
 - d. Make recurring or one-time bill payments or ACH transfers from your account to someone else such as a merchant or third party to pay for goods or services;
 - e. Transfer funds from the available balance on your Card to the account of another person with an open Prepaid Card; and
 - f. Transfer funds from your available balance (except as provided in 6.c above) from your Card balance at most U.S. depository institutions.
7. **Loading, Reloading and De-loading your Card.** You may load value (add funds) to your Card subject to the terms of this Agreement and the "List of All Fees for the East West Bank UnionPay Prepaid Card." You may be able to load your Card via direct ACH transfer or with cash at an East West Bank branch. In order to load value to your Card, you agree to comply with all other requirements we may impose from time to time, including but not limited to identification requirements and Card presentation requirements. Value loaded to your Card with cash will be available immediately. You may also use your Card to make a one-time ACH transfer of all AVAILABLE funds from your Card balance ("De-load") to a bank account at a U.S. depository institution designated by you as a funding account. A De-load must be to a deposit account at a U.S. depository institution that you have designated with us as a funding account and must be for the entire available balance on your Card. You can call us at 888.317.1029 or visit eastwestbank.com/UP to initiate a De-load or designate a funding account. There is no limit to the number of funding accounts you may designate with us. The loads may not exceed \$5,000 per calendar week. The amount of each cash load must be at least \$50.
 8. **Transaction Authorization.** We reserve the right to impose dollar limitations on your Card transactions or on specific services.

We can do so at any time, with or without notice to you and with or without cause. We may decline to authorize a transaction for security or other reasons. We may limit the number or amount of transactions we authorize on your Card in any one day. We will not be liable to you if we decline to authorize a transaction or anyone refuses to accept your Card or Account number, except as required by law. Your available account balance must be sufficient to cover all withdrawal(s) and other transactions. Subject to the terms of this Agreement and the "List of All Fees for the East West Bank UnionPay Prepaid Card" we will decline to authorize any transaction where your available account balance is not sufficient or we reasonably believe it is not sufficient to cover any withdrawal(s) or other transactions. Dollar limitations may vary across nonproprietary network ATMs, POS terminals, or merchant locations (if applicable). At this time, the following dollar limitations apply to your Card usage:

ATM withdrawals per day: \$200.00

POS transactions per day: 20 transactions

9. **Transaction Cutoff Times.** For purposes of determining when you have reached your daily limit, a day ends at mid-night, Pacific Standard Time. For security purposes, we may place other limits on your Card. Different limitations may apply at network ATMs maintained by other banks which have been programmed to accept your Card.
10. **Default.** You agree not to use your Card for any illegal transactions or any other purpose prohibited by law, including transactions in violation of the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG. You will be in default of this Agreement if you use your Card for any illegal transactions or any other purpose prohibited by law. If we suspect that your transaction may be in violation of this Section, we may in our sole discretion block or delay a Card transaction to or from your account.
11. **Expiration.** Unless otherwise prohibited by applicable law, your Card expires on the expiration date shown on your Card. However, the assessment of applicable fees may deplete your Card balance prior to the expiration date, even if you never use your Card. (See the "List of All Fees for the East West Bank UnionPay Prepaid Card"). If funds remain on your Card at expiration, you may request a replacement Card at no charge, subject to the applicable fee if you request express delivery, or request a balance refund check by calling the phone number on your Card. If we send you a balance refund check, it will be for the amount of funds remaining on your Card at expiration less any applicable fees. Expiration of your Card will not cancel the third party services you paid in full prior to the expiration of your Card.
12. **Returns and Refunds.** You can cancel your Card and obtain a refund for the Card at no charge if the original value of the Card has not been reduced or depleted by calling 888.317.1029. Unless otherwise specified by a third party service provider, if you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. Refund, return and cancellation policies for purchases from a third party service provider will be disclosed to you by the third party service provider. Subject to the merchant taking appropriate action in a timely manner, it may take up to 30 days for the amount of the refund to be credited to your Card.
13. **PIN-less Transactions.** Not all PIN Debit Network transactions require a PIN to authenticate transactions. Examples of the types of actions that you may be required to make to initiate a transaction on the Card include signing a receipt, providing a Card number over the phone or via the Internet, or swiping the Card through a point-of-sale terminal. Examples of the types of actions you may be required to initiate a transaction on a PIN debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having a cardholder's identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.
14. **Hold on Funds; Security Interest.** When you use a Card, a hold will be placed on the Card balance. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other Card transactions. Held funds are released when; the authorizing merchant settles the transaction; when the authorizing merchant releases the hold; when the authorization holding funds expires, which may vary based on the merchant's policies or other factors. The hold may continue even if you do not purchase any goods or services for which authorization was obtained.
15. **Fees.** Refer to the "List of All Fees for the East West Bank UnionPay Prepaid Card." We reserve the right to modify the "List of All Fees for the East West Bank UnionPay Prepaid Card" in connection with the Services contemplated under this Agreement, upon notice to you. You agree to pay for all such fees or charges, which may change from time to time. We will provide advance notice of fee changes or additions if required by applicable law. Your continued use of the Services following any changes to the fees or charges will reflect your acceptance of the new or revised fees or charges. You may withdraw the remaining balance available on the card and close the account at any time.
16. **Your Responsibility to Repay an Inadvertent Negative Balance.** In general, we will decline to authorize any transaction where your available account balance is not sufficient or we reasonably believe it is not sufficient to cover any withdrawal(s) or other transactions. You agree not to use your Card to make purchases that exceed your Available Balance and you understand that such purchases will ordinarily be declined. You understand and agree to manage and track your Available Balance so that your Card will not be used to make purchases that exceed your Available Balance. You understand and agree that if you fail to comply with this obligation, due to our obligation to comply with UnionPay's operating rules and the timing of settlement for your transactions, circumstances may arise where we will be unable to prevent your account balance from becoming less than \$0 ("Inadvertent Negative Balance"). If an Inadvertent Negative Balance occurs you must immediately pay the amount of the Inadvertent Negative Balance and we will decline to authorize any further transactions on your Card until the Inadvertent Negative Balance is paid. You will not be charged fees or interest on the Inadvertent Negative Balance. You authorize us to use the money from any subsequent deposits to your Card to pay any Inadvertent Negative Balance. If you fail to pay the Inadvertent Negative Balance we may choose to close your account. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

17. **ATM Fees.** When you use an ATM not owned by us, you will be charged a fee by us. Refer to the "List of All Fees for the East West Bank UnionPay Prepaid Card" for more information. You may also be charged a fee by the ATM operator or any network used (and you may be charged a balance inquiry fee even if you do not complete a cash withdraw).
18. **Consumer Liability.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your information. Telephoning is the best way of keeping your possible losses down. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. For unauthorized Debit Card transactions of California resident cardholders, your liability will continue to be limited to \$50, provided you comply with the 60 day notification period described in the following paragraph.

If your transaction history shows transfers that you did not make, including those made by your Card or PIN, tell us AT ONCE. If you do not tell us within 60 days after the earlier of the date you electronically accessed your Card transaction history or the date the Card transaction history was made available to you on which the unauthorized transfer appeared, you will not receive a refund for losses after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

19. **Contact In Event of Unauthorized Transfer.** If you believe any part of your Card or PIN has been lost or stolen call:

888.317.1029

or write us at:

East West Bank, Prepaid Card, P.O. Box 60018, City of Industry, CA 91716

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

20. **In Case of Error or for Questions About Your Electronic Transfer.**

Telephone us at 888.317.1029

Or write us at:

East West Bank, Prepaid Card, P.O. Box 60018, City of Industry, CA 91716 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 888.317.1029 or writing us at East West Bank, Prepaid Card, P.O. Box 60018, City of Industry, CA 91716. You will need to tell us:

- a. Your name and prepaid account number.
- b. Why you believe there is an error, and the dollar amount involved.
- c. Approximately when the error took place.

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

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

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 888.317.1029 or visit eastwestbank.com/UP.

21. **Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold

will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds until we receive a cancellation request or the 31st day from the day of the preauthorization, whichever is earlier.

22. **Our Liability.** If we (or any third party using or providing any product, service or benefit in connection with any Cards) do not complete a transfer to or from your Card in time or in the correct amount according to this Agreement with you, we will be liable for your losses and damages caused by us, but only to the extent provided herein. However, there are some exceptions. We will not be liable, for instance:
- If, through no fault of ours, you do not have enough funds available in your account to authorize the transaction in the amount sought by the merchant or otherwise to complete the transaction;
 - If a merchant refuses to accept your Card;
 - If an ATM where you are making a cash withdrawal from your Card does not have enough cash;
 - If an electronic terminal where you are making a transaction does not operate properly, and you knew about the breakdown when you initiated the transaction;
 - If access to your Card or your account has been blocked after you reported your Card, PIN or other information lost or stolen;
 - If there is a hold on your funds or your funds are subject to a legal process or other encumbrance restricting their use;
 - If we have reason to believe the requested transaction is unauthorized;
 - If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
 - For any other exception stated in this Agreement.
23. **Receipts.** You will receive or have the option to receive a receipt at ATMs, teller stations and merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.
24. **Statements.** You may obtain information about the amount of money you have remaining in your prepaid account by calling 888.317.1029. This information, along with a 12-month history of account transactions, is also available online at **eastwestbank.com/UP**. You also have the right to obtain at least 24 months of written history of account transactions by calling 888.317.1029, or by writing us at East West Bank, Prepaid Card, P.O. Box 60018, City of Industry, CA 91716. You will not be charged a fee for this information unless you request it more than once per month. You will also be charged a fee if you request a written history of account transactions that exceed 24 months or if you request that we automatically mail you a written history of account transactions every month in which a transaction occurs. Refer to the "List of All Fees for the East West Bank UnionPay Prepaid Card" for the applicable fees.
25. **Address Change.** We may change your mailing address of record if we receive a notice of address change from the U.S. Postal Service, or if we receive information from another party in the business of providing correct address information, that the address in our records no longer matches your address. If we do so, we will notify you. You may also call us at 888.317.1029 to hear your account balance.
26. **Card and PIN Security.** The PIN for Card is confidential and should not be disclosed to third parties or written on your Card. You are responsible for safekeeping your Card and PIN. You agree not to disclose or otherwise make your PIN or Card available to anyone not authorized by you to use the PIN or Card. If you authorize anyone to use your PIN or Card, you will be liable for all of their transactions, and you cannot limit your liability to only specified transactions, unless and until you notify us that your authorization has been revoked (at which time we will cancel and/or substitute a new PIN or Card).
27. **ATM Safety Tips.** As with all financial transactions, please exercise discretion when using an ATM. For your own safety, be careful. The following suggestions may be helpful.
- Prepare for your transactions at home to minimize your time at the ATM.
 - Mark each transaction in your account record, but not while at the ATM. Always save your receipts. Don't leave them at the ATM because they may contain important account information.
 - Don't lend your Card to anyone.
 - Protect the secrecy of your PIN. Don't tell anyone your PIN. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
 - Prevent others from seeing you enter your PIN by using your body to shield their view.
 - When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM. At night, be sure the facility (including the parking area) is well lighted. It may be safer to bring someone with you when you make a transaction. If you observe any problem, go to another ATM.
 - Don't accept assistance from anyone you don't know when using an ATM.
 - If you notice anything suspicious or any other problem arises after you have begun an ATM transaction, cancel the transaction, pocket your card and leave.
 - Wait until you are at home or in other secure surroundings to count your cash.
 - At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
 - Be especially cautious when making transactions in neighborhoods, which are unfamiliar to you.

- We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with an East West Bank ATM. For instance, let us know if a light is not working or there is any damage to a facility. Report any suspicious activity to us and to the local law enforcement.

28. **Cards.** The Cards are the property of East West Bank. You agree to surrender all Cards to us upon request.

29. **Merchant Disputes.** If you have a dispute with a merchant regarding goods or services purchased with a Card transaction or other Service, you will need to resolve the dispute with the merchant.

30. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers,
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- In order to comply with government agency or court orders,
- If you give us your written permission; or
- As otherwise provided in our privacy policy.

31. **Amendment, Cancellation and Suspension.** We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement (except as expressly provided elsewhere in this Agreement) by calling 888.317.1029 and following all instructions provided, including providing all requested information, and returning your Card to us at East West Bank, Prepaid Card, P.O. Box 60018, City of Industry, CA 91716. If you request a balance refund check, we will immediately cancel your Card and upon receipt of your Card, if permitted by applicable law, we will mail a balance refund check to you for the amount of the funds remaining on your Card less the amount of applicable fees. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, the liability and dispute provisions.

32. **Non-Marketing, Transactional Communications.** We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. When you give us your mobile number, we have your permission to contact you at that number about your East West Bank accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

You further agree that we may present terms to you regarding your use of the Card, by electronic agreements which may be provided to you through such things as hyperlinks or "click-through" agreements on our website, or through the Digital Wallet interface or provider's website. Your consent to or agreement with the electronic communication in these circumstances may occur by your clicking "agreed" or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as provided by law (subject to any limitations set forth in the communication). Your signature and agreement may be obtained electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication.

You acknowledge that message and data rates may be charged by your mobile service provider for sending and receiving text messages on your wireless access device. Check with your service provider for details on specific fees and charges that may apply. You may contact us anytime to opt out of receiving mobile calls and text messages.

Link to our Privacy Policy: <https://www.eastwestbank.com/en/privacy-and-security/privacy-notice-for-consumers>

33. **Foreign Currency Transactions.** All transactions in a foreign currency will go through the UnionPay network and be converted to U.S. dollars under the current applicable rules of the UnionPay network. The UnionPay network will select the conversion rate from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the Discover, Pulse or NYCE networks themselves receive, or the government-mandated rate in effect for the applicable central processing date, in each instance. If a foreign currency transaction is converted to U.S. dollars before it is entered into the applicable network, the conversion rates, fees and charges of the entity that did the conversion will apply. Refer to the "List of all fees for the East West Bank" for applicable fees.

34. **Inactive and unclaimed accounts.** Each state has laws that govern when the funds associated with your Card are considered inactive or abandoned, and when we are required to send funds that are presumed to be abandoned to the appropriate state in accordance with applicable law. We encourage you to make sure your Card remains active by making transactions. We will notify you before we transfer your funds to the appropriate state as abandoned property.