



Online Agreement & Disclosures

Please read this Agreement carefully. By subscribing or using the Service, you are agreeing to the terms of this Agreement.

I. Definitions

In this Agreement, the words:

- “We,” “us,” “our” and “UMTB-LA” means Mizrahi Tefahot Bank, Ltd. Los Angeles Branch.
- “You” or “your” means, as applicable, each owner or user of an eligible account.
- “Online Access Process” means the terms under which you are allowed to access and use the Service via the Website, the process or procedures you use in order to obtain access to the Service (including security procedures) via the website and our right to change, suspend or terminate all or part of the Service, this Agreement or your access to the Service.
- “Account” means any one or more accounts you may have with UMTB-LA.
- “Service” means Mizrahi Tefahot Bank, Ltd. Los Angeles Branch Online service.
- “Business Day” means Monday through Friday excluding U.S. and Jewish Holidays.
- “Website” refers to Mizrahi Tefahot Bank, Ltd. Los Angeles Branch Online website and other web pages accessible through umtbusa.com.

II. Agreement

The Service is subject to this Agreement and also the following, which are considered part of this Agreement:

- The General Terms of Use for the Website;
- The terms or instructions appearing on a screen when accessing or using the Service;
- Mizrahi Tefahot Bank Ltd. – Los Angeles Branch’s rules, policies and procedures, as revised from time to time, that apply to the Service and any account;
- State and Federal laws and regulations, as applicable.

In addition to this Agreement, you may have a separate agreement for each of your accounts. Each of your accounts will continue to be subject to any other agreement that applies to it.

III. Conflicts between Agreements

If this Agreement conflicts with the other agreement, or the other agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific agreement for your account, but that do not appear in this Agreement, will apply.

IV. Use of the Service

With respect to your accounts, available transactions may include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day.

You agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device (and any ancillary equipment) that can handle and access the



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Service, and that you are responsible for all costs associated with accessing the Service and your accounts.

At the present time, you may use the Service to:

1. Review account balance and transaction history for any of your Accounts
2. Communicate with UMTB-LA using the secure online message feature

V. Service Limitations

The following limitations on UMTB-LA Online transactions may apply:

1. Account Information

The account balance and transaction history information may be limited to recent account information involving your accounts.

2. Online Messaging

You may use the secure online message feature to send messages to us. Online messaging may not, however, be used to initiate a transfer on your account or a stop payment request. UMTB-LA may not immediately receive online messages that you send and UMTB-LA will not take action based on online message requests until UMTB-LA actually receives your message and has a reasonable opportunity to act. If you need to contact UMTB-LA immediately regarding an unauthorized transaction or stop payment request, you may call UMTB-LA at the telephone number (213) 362-2999.

VI. Owners and Authorized Users

A. Owners

If an account is owned by more than one person or has more than one Authorized Representative, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account, to the extent allowed by the terms, conditions or governing provisions of the Account. We may rely and act on the instructions of any such person without our having liability to you. All transactions that an Authorized Representative performs on an Account including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.

If you make a person an authorized signer on an Account, and that authorized signer is enrolled in the Service, we may in our discretion treat that authorized signer as an Authorized Representative. If you notify us that an Authorized Representative is no longer authorized and we have a reasonable opportunity to act on the notice, will be considered unauthorized transactions. Please refer to the specific agreements for your Accounts for more details.

B. Authorized User

You may appoint an individual as an Authorized User for an Account (which means you authorize a natural person who is not an Owner on that Account to have online access to that account). You represent and warrant that the Authorized User will be acting as your agent and on your behalf, will be bound by this Agreement and any separate agreement governing the Account, and is fully authorized by you to act based on the rights you delegate. The Authorized User appointment by one Owner of an Account will be considered an Authorized User appointment by all other Owners of that Account.



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You agree that you may only appoint Authorized User, at our sole option, in accordance with the requirements and procedures we provide to you from time to time. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering Authorized User options or permitting Authorized User to access your Account at any time without prior notice

If you are receiving Authorized User authority in an Account from an Owner, you may not further delegate online authority to other persons to view and/or make transactions on that Account. The Owner is responsible for ensuring that each Authorized User maintains confidentiality of his or her username, password, or other login identification.

If you are appointed as a Authorized User on an Account, you agree that you will access and use the account in accordance with the authority given to you by the delegating Owner. Each time you access or view on that Account, you represent and warrant to us that your action is authorized by the delegating Owner. If we receive conflicting instructions, or if we believe that an Account's security or our security may be at risk as a result of your being a Authorized User, we may at our sole discretion terminate you as an Authorized User, or prevent you from being a, Authorized User without prior notice to you or any account Owner.

The authority of an Authorized User will terminate: (a) when we are notified by an Owner that the Owner appointing the Authorized User ceases to be an Owner on the Account, (b) in the case of Consumer accounts and sole-proprietor Business accounts, upon our receiving written notice of the death or incapacity of the delegating Owner from a court of competent jurisdiction or from a source that we consider official and reliable, (c) at our sole discretion if an Owner or Delegate breaches any provision of this Agreement, or (d) when Delegate ceases to be enrolled in the Service.

VII. Access to the Service

You authorize UMTB-LA to provide access to your Accounts through the Service. You may access your Accounts through the Website to obtain information as authorized on the Website.

To access your Accounts through our Website, you must apply for Online Service and have the necessary hardware and software described below:

Computer/Processor	Pentium processor or better
Operating System	Windows XP or better
Internet Browser	IE – Explorer 8
	For Internet Explorer 6 SP1:
	RAM requirements depend on the operating system used
Memory	Windows XP:
	32 MB of RAM minimum
	Full install size: 12MB

Upon approval, you may access your accounts through our Website with your username and your security or access code. You must also comply with any other security procedures and policies we may establish from time to time.



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Subject to the terms of this Agreement, you will generally be able to access your Accounts through the Website 7 days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance or circumstances beyond our control.

You must provide all telephone and other equipment, software (other than any software provided by us) and services you need to access the Service.

VIII. Terminating Online Access

A. For violation of the Agreement

If you violate any terms of this Agreement or any other agreement you have with us, you agree that we may suspend or terminate your access to any one or more of your Accounts. We will not be required to reinstate or re-activate your access.

B. By your own choice

If you close all of your Accounts or withdraw from the Service, we will suspend or terminate your access. We will not be required to reinstate or re-activate your access.

For each Account, you may request removal of online access by sending an email through the Service or by calling UMTB-LA Customer Service at 213-362-2999.

IX. System Maintenance and Online Account Access

At certain times, online access to one or more of your Accounts may not be available due to system maintenance or circumstances beyond our control. During these times, for banking services you may call, write, fax or go to the branch to obtain information about your Accounts.

A. Statement Errors

In case of errors or questions about your UMTB-LA Online transactions listed on your statement, telephone, write, or visit us as soon as you can. We must hear from you no later than sixty (60) days after we sent the *first* statement on which the problem or error appears. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

1. Tell us your name and account number;
2. Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

Here's what we will do: We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we need more time; however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of 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 ten (10) business days, we will not re-credit your account. We will tell you the results within three (3) business days after we finish our investigation. If we determine that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.



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B. Use of Personal Financial Management Software

Personal Financial Management Software includes: Quicken® or Microsoft® Money. You are responsible for obtaining a valid and separate licensing agreement with the provider of the Personal Financial Management Software. Your license agreement with the provider of the Personal Financial Management Software may restrict the duration of your online access; we will not be liable for any such limitations or restrictions.

The download option for Accounts allows you to download certain information into your Personal Financial Management Software via Direct Connect or Web Connect. The following is a brief description of the various features of and requirements for using the download option. From time to time, we may add to, modify, or delete any feature of the download option at our sole discretion.

C. Account Information

You understand and agree that:

- not all of the information in your Accounts can be downloaded into your Personal Financial Management Software;
- information you can download may not include all of your account activity;
- the account information will not necessarily reflect banking, activities and transactions that have not yet been completed or settled and will only reflect the account information in your Accounts at the exact point in time that you download the information;
- account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Personal Financial Management Software will not be automatically updated by us, and that you will have to update the Account information by downloading more current information from your accounts;
- the Account information may include information you have provided to us; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information in your Personal Financial Management Software, which, for example, as stated above, may not be the most updated information and it may not include pending transactions which has not settled.

D. Security of data transmission and storage

1. You agree and understand that:

- you assume all risk that any Account information you download and store in your Personal Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the Account information out of our secure systems by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Personal Financial Management Software provider); and



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- we are not responsible for the security and confidentiality of the Account information if you: (a) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (b) allow other persons access to your Personal Financial Management Software.
2. You agree that any Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

E. Disclaimers

1. You agree and understand that the Account information you download through the download option is provided to you "as is" and "as available."
2. You agree and understand that we make no warranties and have no liability as to:
- The accuracy, completeness, availability or timeliness of the Account information, text, graphics, or other items in the Account information that you can download through the download option;
 - The errors or omissions in the delivery or transmission of the Account information from us to you (and "you" includes delivery to your Personal Financial Management Software and/or your computer); and
 - The download option's fitness for a particular purpose and non-infringement of any third party rights.
3. You agree that we will not be liable to you for:
- your inability to use the download, transfer and/or bill pay option;
 - the accuracy, timeliness, loss or corruption, or misdelivery, of any Account information, transfer, bill payment or any other information;
 - unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
 - your inability to access your Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), natural disasters, strikes, or other labor problems); or
 - any other matter relating to the download, transfer or bill pay option.

Bill Pay payments made via Quicken® or Microsoft Money® are NOT covered by Mizrahi Tefahot Bank Ltd. – Los Angeles Branches policies and procedures.

F. Security for your account

You will use a username and a password, and/or such other security and authentication techniques as we may require, from time to time, to access your Accounts through the Service. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security



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procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as random number generators, to enhance the security of your Accounts. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize the Service. We may also acquire detailed information concerning the computer or computers you use to access the Service, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to the Service.

G. Creation of new password

Your password:

- can be changed within the Service or by calling Mizrahi Tefahot Bank Ltd. – Los Angeles Branch Customer Service at 213-362-2999.
- must have the minimum number of characters we may specify from time to time and must include at least one letter and one number. You may also use special characters (for example, @, %, &, #). Your password is case-sensitive.

For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password confidential.

H. Protecting your security

If you believe that your password may have been lost or stolen, or that someone has viewed or downloaded from your Account without your permission, or if you suspect any fraudulent activity on your Account, you agree to immediately notify Mizrahi Tefahot Bank Ltd. – Los Angeles Branch Customer Service at 213-362-2999 or writing to Mizrahi Tefahot Bank, Ltd. Los Angeles Branch, 800 Wilshire Boulevard, Suite 1600, Los Angeles, CA 90017.

In the event of unauthorized use of your username and password, you may be liable for resulting losses, to the extent permitted by law.

Information exchanged through the Service is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your username and password for the Service. Please use maximum caution in protecting your username and password

I. Privacy

We are committed to protecting your privacy. All information gathered from you in connection with using the Service will be governed by the provisions of the Mizrahi Tefahot Bank, Ltd. - Los Angeles Branch Privacy Policy.

We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

In accordance with that policy, we will disclose information to third parties about your account and/or transfers you may make in the following limited circumstances:

1. To comply with government agency or court orders
2. If you give us your written permission



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3. If you used the wrong access code or you have not properly followed any applicable computer or UMTB-LA user instructions.

J. Additional Responsibilities

You are responsible for:

- actions that may be taken by anyone using the Service after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- keeping your username and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service on your Account whether or not authorized by you. You agree to immediately notify UMTB-LA Customer Service at 213-362-2999 and report any actual or suspected unauthorized use of your username or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity.

You will:

- not use the Service for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use the Service;
- not use the Service for any activity or use that may disrupt the Service or the networks through which you access or use the Service; and
- not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service.

K. Disclaimer of warranties; limits on our liability and obligations to you; your agreement to indemnify us against certain losses

1. Disclaimer of Warranties

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

2. Limits on our liability and obligations to you

In no event will UMTB-LA or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable



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for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Service, or the inability to use the Service, even if advised of the possibility of such damages.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- any loss or liability you may incur resulting in whole or part from any failure or misuse of:
 - your equipment, or
 - software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them, or
- any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

UMTB-LA does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate:
 - any applicable provision of any risk control program of the Federal Reserve or the Federal Deposit Insurance Corporation (FDIC), or
 - any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will UMTB-LA be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our



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control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

L. Your Agreement to Indemnify us against certain losses

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any law or rights of a third party; or
- the provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative or your Delegate.

M. Implementation of Notices

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one Owner on your Account, we may send Account Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

N. Export Control; International Use

The United States controls the export (including the download) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations ("EAR"). This Service may contain Controlled Technology subject to the EAR. You agree to access and/or download Controlled Technology related to this Service only in the United States. You further agree in your use of the Service not to access or download Controlled Technology from any country where such access or download is prohibited (currently North Korea, Iran, Cuba, Sudan, or Syria), and agree that you are not a person or entity to whom such access or download is prohibited. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

This Agreement will be in effect from the date your enrollment in the Service is submitted by you and accepted by us and at all times while you are using the Service or any Online Financial Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Account through the Service, in whole or in part, at any time without notice. The termination of this Agreement will



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not terminate your obligations or our rights arising under this Agreement before such termination.

Access to an Account through the Service, in whole or in part, may be suspended and/or reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Account by calling UMTB-LA Customer Service at 213-362-2999.

If you do not access your Accounts through the Service for any 3-month period, we may terminate your Service.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

O. Governing Law

Each of your Accounts will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Accounts (for example, your deposit account agreement). In any legal action or claim regarding this Online Access Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.