

## **Mobile Application End User License Agreement**

Thank you for choosing the Industrial and Commercial Bank of China (USA) NA's (the "**Bank**" or "**We**") mobile and online banking services, made available through the ICBC Mobile Banking Application. With our mobile banking service, you can access your accounts right from your Mobile Device. You can perform everyday banking functions like accessing your account balances, viewing account history, transferring money between accounts, paying bills, and more, 24 hours a day, 7 days a week.

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and the Bank. This Agreement governs your use of the ICBC Mobile Banking Application on the Android and iOS (Apple) platforms including all related documentation, the "**Application**").

BY CLICKING THE "AGREE" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

### **1. LICENSE GRANT.**

Subject to the terms of this Agreement, the Bank grants you a limited, non-exclusive and nontransferable license to: (a) download, install and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation; and (b) access, download, and use on such Mobile Device the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and any specific terms and conditions applicable to such Content and Services as set forth in Section 5.

### **2. LICENSE RESTRICTIONS.**

You shall not:

- a) except as expressly permitted by this license or as otherwise authorized by the Bank, copy, distribute, reproduce, or publish the Application or the Content and Services, including, without limitation, the files, documents, text, photographs, images, audio, video, and any other materials accessed or made available through the Applications;
- b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application or the Content and Services;
- c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application or the Content and Services, including any copy thereof;
- e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or the Content and Services or any features or

functionality of the Application, to any third party for any reason, including by making the Application or the Content and Services available on a network where it is capable of being accessed by more than one device at any time;

- f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application or the Content and Services or otherwise attempt to access or use the Application or the Content and Services other than through the use of your user name and password;
- g) input, upload, transmit, or otherwise provide to or through the Application any information or materials that are unlawful or injurious, or contact, transmit, or activate any harmful or destructive code;
- h) access or use the Application or the Content and Services for purposes of competitive analysis of the Application or the Content and Services, the development, provision or use of a competing software service or product or any other purpose that is to the Bank's detriment or commercial disadvantage;
- i) use any robot, spider, or other automatic device, process, or other means to access the Application or the Content and Services for any purpose, including monitoring or copying any of Content and Services.
- j) use the Application or the Content and Services to commit or attempt to commit fraud, embezzlement, money laundering, or any other illegal act; or
- k) use the Application or the Content and Services to deposit checks that you know or a reasonable person would know are forgeries or otherwise fraudulent, or to activate a debit or credit card that you know has not been properly issued to you by the Bank.

### **3. RESERVATION OF RIGHTS.**

You acknowledge and agree that the Application and all Content and Services (as defined below) are provided under license, and not sold, to you. The Application and all Content and Services (as defined below) are protected by United States and international intellectual property, copyright, and trademark laws. You do not acquire any ownership interest in the Application or the Content and Services under this Agreement, or any other rights thereto other than to use the Application and Content and Services in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. The Bank reserves and shall retain its entire right, title and interest in and to the Application and the Content and Services, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

### **4. COLLECTION AND USE OF YOUR INFORMATION.**

You acknowledge that when you download, install, or use the Application or the Content and Services, the Bank may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application or the Content and Services. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading,

installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**5. CONTENT AND SERVICES.**

The Application may provide you with access to the Bank’s website located at [www.icbc-us.com](http://www.icbc-us.com) (the “**Website**”) and products and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, “**Content and Services**”). Your access to and use of such Content and Services are governed by the Website’s terms and conditions and Privacy Policy located at [www.icbc-us.com](http://www.icbc-us.com), which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Privacy Policy and such terms and conditions or additional terms and conditions specific to the particular Content and Services and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Application’s features and functionality. Any violation of such terms and conditions will also be deemed a violation of this Agreement. The Bank reserves the right to withdraw or amend any part of the Content and Services, and any other services or materials we provide on or through the Application, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Content and Services or the Application are unavailable at any time or for any period. From time to time, we may restrict access to all or parts of the Content and Services or Application to users, including registered users.

The Bank makes every effort to provide up-to-date and accurate balance information, however, you understand and agree that you are ultimately responsible for the correctness of balance information supplied. For example, you may have authorized additional transactions that have not yet been posted to your account at the time that you view your balance on the Application (such as writing a check). Any transaction performed via the Application is subject to standard processing timeframes.

**6. ACCESSING THE APPLICATION AND SECURITY.**

- 6.1. You are responsible for (a) making all arrangements necessary for you to have access to the Application and the Content and Services, and (b) for ensuring that all persons who access the Application or Content and Services are aware of this Agreement and comply with them.
- 6.2. To access and use the Application or the Content and Services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Application and Content and Services that all the information you provide on or through the Application is correct, current, and complete. We take no responsibility at all for information that you provide that is not correct, current, or incomplete.
- 6.3. You may choose or may be provided with a user name, password, or other piece of information as part of our security procedures to access the Application or the Content and Services. You must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to

the Application or the Content and Services You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a mobile device you use with others so that others are not able to view or record your password or other personal information.

6.4. The Bank assumes no responsibility for the operation, security, functionality, or availability of your Mobile Device or the mobile network you use to access the Content and Services. You agree to exercise caution when utilizing the Content and Services on your Mobile Device and to use good judgment when obtaining or transmitting information. The Bank takes no responsibility for any transactions performed on or through the Application.

6.5. The Bank has the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement. If the bank decides to take any of the foregoing actions, your account may be disabled and you may not be granted access to your account or the Content and Services. The Bank reserves the right to refuse service to anyone at any time without notice for any reason.

**7. TOUCH ID.**

Touch ID is an optional fingerprint sign-in method for the Application that is currently available for most Apple® branded Mobile Devices that have a fingerprint sensor. To use Touch ID, you will need to have configured your Mobile Device to have saved your fingerprints. Fingerprints are stored only on your Mobile Device and the Bank does not have access to your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anybody who has a fingerprint stored on your Mobile Device to have access to all account information available through the Application. The Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one user name and password at a time on a Mobile Device. In the event your Mobile Device does not recognize your fingerprint, you can still sign in using your user name and password. To use Touch ID on multiple Mobile Devices, you will need to set it up on each Mobile Device. You may also disable Touch ID anytime from the menu within the Application. Apple and Touch ID are registered trademarks of Apple Inc.

**8. AGE AND GEOGRAPHIC RESTRICTIONS.**

The Content and Services are based in the United States and provided for access and use only by persons who are at least 18 years of age and who reside in the United States or any of its territories and possessions. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

**9. UPDATES.**

The Bank may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Bank has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- a. the Application will automatically download and install all available Updates; or
- b. you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

#### **10. THIRD PARTY MATERIALS.**

The Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third Party Materials**”). You acknowledge and agree that the Bank is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Bank does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties’ terms and conditions. In addition, all hardware and software required to support the Application shall be maintained by you. The Bank is not responsible for any third party hardware, software or services you need to use the Application or any third party costs or fees. Any such hardware, software or services are subject to the terms and conditions of any agreement between you and that third party.

#### **11. TERM AND TERMINATION.**

- 11.1. The term of Agreement commences when you install the Application and will continue in effect until terminated by you or the Bank as set forth in this Section 10.
- 11.2. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- 11.3. The Bank may terminate this Agreement at any time without notice, including if it ceases to support the Application, which the Bank may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- 11.4. Upon termination: (a) all rights granted to you under this Agreement will also terminate; and (b) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

11.5. Termination will not limit any of the Bank's rights or remedies at law or in equity.

**12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

- 12.1. THE APPLICATION AND THE CONTENT AND SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE BANK, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION AND THE CONTENT AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE BANK PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- 12.2. THE BANK ASSUMES NO RESPONSIBILITY FOR THE TRANSACTIONS YOU PERFORM ON OR THROUGH THE APPLICATION. IN NO EVENT SHALL THE BANK BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY TRANSACTION YOU PERFORM ON OR THROUGH THE APPLICATION.
- 12.3. YOU UNDERSTAND THAT THE BANK CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT THE APPLICATION OR THE CONTENT AND SERVICES WILL BE ERROR FREE OR FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS FOR ANY RECONSTRUCTION OF ANY LOST DATA. THE BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY BUGS, CRASHES, A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT OR DAMAGE YOUR MOBILE DEVICE, APPLICATIONS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR ACCESS OR USE OF THE APPLICATION OR THE CONTENT AND SERVICES.

12.4. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE BANK OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION AND THE CONTENT AND SERVICES IS TO STOP USING THEM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF THE BANK TO YOU WITH RESPECT TO YOUR USE OF THE APPLICATION OR THE CONTENT AND SERVICES IS FIVE HUNDRED DOLLARS (\$500).

**13. INDEMNIFICATION.**

You agree to indemnify, defend, and hold harmless the Bank and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or the Content and Services or your breach of this Agreement.

**14. EXPORT REGULATION.**

The Application and the Content and Services may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application or the Content and Services to, or make the Application or the Content and Services accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

**15. US GOVERNMENT RIGHTS.**

The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor

therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

**16. SEVERABILITY.**

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

**17. GOVERNING LAW; ARBITRATION.**

17.1. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

17.2. The Bank will try work in good faith to resolve any issue you have with Application or the Content and Services, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where the Bank may not be able to resolve an issue to your satisfaction.

17.3. You and the Bank agree that any dispute, claim, or controversy arising out of or relating in any way to these Agreement or your use of the Application or the Content and Services shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, you and the Bank agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to this Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Bank are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and any other contractual relationship between you and the Bank.

17.4. If you desire to assert a claim against the Bank, and you therefore elect to seek arbitration, you must first send to the Bank, by certified mail, a written notice of your claim (“**Notice**”). The Notice to the Bank should be addressed to The Industrial and Commercial Bank of China (USA) NA, 1633 Broadway, 28th Floor, New York, NY 10019 (“**Notice Address**”). If the Bank desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address the Bank has on file or otherwise in its records for you. A Notice, whether sent by you or by the Bank, must (a) describe



the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”).

- 17.5. If you and the Bank do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Bank may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by the Bank or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after the Bank receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org) or by requesting them from the Bank by writing to the Bank at the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Agreement, including this arbitration agreement.
- 17.6. Unless the Bank and you agree otherwise, any arbitration hearings will take place in New York, New York. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules.
- 17.7. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys’ fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys’ fees, or if there is a written agreement providing for payment or recovery attorneys’ fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.
- 17.8. YOU AND THE BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Bank agree otherwise, the arbitrator may not consolidate more than one person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

17.9. If this Section 17.3 is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of this Agreement shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for New York, New York.

**18. LIMITATION OF TIME TO FILE CLAIMS.**

Any cause of action or claim you may have arising out of or relating to this agreement or the application must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

**19. CHANGES TO THIS MOBILE APPLICATION END USER LICENSE AGREEMENT.**

We may revise and update this Mobile Application End User License Agreement from time to time and in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Application and the Content and Services thereafter. Certain provisions of this Agreement may be superseded or supplemented expressly by designated legal notices or terms located on particular screens within the Application or when you first access particular Content and Services. To the extent that such additional terms conflict with other agreements between you and the Bank related to services provided to you by the Bank, the terms and conditions within such other agreements between you and the bank shall control, unless otherwise explicitly stated within this Agreement or such additional terms.

**20. ENTIRE AGREEMENT.**

This Agreement and our Privacy Policy constitute the entire agreement between you and the Bank with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

**21. WAIVER.**

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.