

HawaiiUSA Federal Credit Union  
1226 College Walk  
Honolulu, HI 96817-3946

## Consumer Platinum VISA Credit Card Account Agreement

1. GENERAL. The words “you” and “your” in this Agreement refer to each person who as Applicant or Joint Applicant has asked us to open a Consumer Platinum Credit Card Account in his or her name. “We,” “us” and “our” refer to HawaiiUSA Federal Credit Union (“HawaiiUSA”). The word “Statement” means the periodic billing statement for your Account, which we will send you each month. “Billing Period” means the period of time covered by the Statement.

You are asking that we: (1) open a consumer Platinum credit card account at HawaiiUSA in your name (your “Account”); (2) issue you one or more VISA credit cards (“Card”) or other Access Device for your Account, in your name, or names, if a joint account; (3) allow you to purchase goods and services with your Card (your “Purchases”), or with an Access Device (such as a Convenience Check); (4) allow you to obtain cash advances using your Account (your “Cash Advances”); and (5) allow you to make balance transfers using your Account (your “Balance Transfers”). You authorize us to pay and charge your Account for all transactions (including Purchases, Convenience Checks, Cash Advances and Balance Transfers) made or obtained by you or anyone you authorize to use your Card, Access Device, or Account (collectively, “transactions”).

You will be obligated to pay all such transactions charged to your Account whether resulting from: (1) actual use of your Card or Access Device; (2) mail order or telephone, computer, or other electronic transactions made without presenting the Card; or (3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account (collectively, “authorized charges”).

We will do so as provided under the terms of this Agreement. In return, by accepting, signing or using your Card or an Access Device after receiving a copy of this Agreement, you agree to be liable for all transactions and charges to your Account; you agree to the terms of this Agreement and any amendments to this Agreement; and you agree that it will be binding upon you even if your Account is cancelled or terminated.

2. CONSUMER ACCOUNT. You agree that your Account is for consumer use only, and is established and used primarily for personal, household, or family purposes. We do not have a duty to monitor your Account for business or commercial use. If you use your Account as a business or commercial account, you agree that the consumer protection provisions of this Agreement and consumer protection disclosures for your Account do not apply except to the extent required by law. If you will use a credit card account for business or commercial use, please contact us to open a business credit card account.

3. **MAKING TRANSACTIONS.** To make a Purchase or obtain a Cash Advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating Visa plan merchant, to us, or to another financial institution, and sign or authorize a sales or Cash Advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the Visa system. We may at any time suspend or terminate your use of Access Devices and ATMs without cause or prior notice.

If you use an ATM not owned by us, you may be charged a fee by an ATM operator or any ATM network used to complete the transfer (and you may be charged a fee for a balance inquiry) even if you do not complete a funds transfer. The fee will be debited from your Account if you elect to complete the transaction or continue with the balance inquiry.

To make a Balance Transfer, contact any HawaiiUSA branch or obtain a Balance Transfer authorization form from our website, <http://hawaiiusafcu.com>.

Information on Access Devices such as Convenience Checks may be provided to you with the Access Device. Please call us if you have any questions regarding their use. Convenience Checks should not be used for deposit into, or payment of, any HawaiiUSA account. Convenience Checks that are paid by us will not be returned to you.

If you have or are later given Access Devices, such as a PIN, you must not give or disclose your Access Device or PIN to others. If you do so, all transactions by such persons will be deemed authorized by you. (See paragraph 12 below.)

4. **ACCOUNT OPENING DISCLOSURE.** Please refer to the Consumer Platinum VISA Credit Card Account Opening Disclosure, distributed with this Agreement, which contains rate, fee, and other cost information.

5. **ANNUAL MEMBERSHIP FEE.** None.

6. **OTHER FEES.** You also agree to pay us:

- a 1% foreign transaction fee (see paragraph 14 below re Foreign Transaction Fee and Currency Conversion Rate);
- a \$15.00 fee for each Card that we issue to you as replacement for a lost, stolen or damaged Card, payable at the time your replacement Card is ordered for you;
- a \$24.00 fee each time a sharedraft or check you use to make payment is returned unpaid;

- a \$24.00 Stop Payment fee for each stop payment requested on Convenience Checks;
- a \$24.00 fee each time a Convenience Check you write is returned unpaid;
- a \$15.00 fee each time you request a copy of a Convenience Check;
- a \$5 fee for each copy of your billing Statement;
- a \$20 fee per hour or fraction thereof for any research requested; and
- other fees as shown in our Fee Schedule, as updated from time to time.

You authorize us to charge your Account for the fees due to us. You understand and agree that under paragraph 29 of this Agreement we have the right, in our sole and absolute discretion, to change the amount of fees that apply to your Account, in accordance with applicable law.

Fees apply to requests made by you or third parties (including, for example, research and copying in response to subpoenas served on us), and will be added to the Account unless payment is received in advance.

7. YOUR ACCOUNT. We will add to the balance of your Account:

- all of your Purchases, Convenience Checks, Cash Advances, Balance Transfers and other transactions from the date of transaction on your Account;
- fees as described in paragraph 6;
- any Late Charges that you owe under paragraph 11;
- a **FINANCE CHARGE** on all Cash Advances from the date of transaction on your Account;
- a **FINANCE CHARGE** on all Convenience Checks from the date that the Convenience Check is posted to your Account;
- a **FINANCE CHARGE** on all Purchases and Balance Transfers from the date the transaction is posted to your Account, unless the total Payments and Credits posted to your Account by the Due Date shown on your previous Statement do not at least equal the entire New Balance on that Statement; and
- a **FINANCE CHARGE** on all other balances in your Account if the total Payments and Credits posted to your Account by the Due Date shown on your previous Statement do not at least equal the New Balance on that Statement.

8. **FINANCE CHARGE** CALCULATION. The **ANNUAL PERCENTAGE RATE (APR)** for your Account appears on your Account Opening Disclosure or your Statement. The **APR** and monthly periodic rate on your Account depends on your creditworthiness. The corresponding monthly periodic rates for **APRs** are as follows:

<b><u>APR</u></b>	<b><u>Monthly Periodic Rate</u></b>
<b>8.00%</b>	0.6667%
<b>9.96%</b>	0.8300%
<b>10.9%</b>	0.9083%
<b>12.96%</b>	1.0800%
<b>14.90%</b>	1.2417%

If your **APR** is above 8.00% and you believe your creditworthiness has improved since we determined your **APR**, you may apply to have us re-evaluate the **APR** on your Account. You may not do this more frequently than once every twelve months.

We figure a portion of the **FINANCE CHARGE** for Purchases on your Account by applying the periodic rate to the “Average Daily Balance” of Purchases (including current Purchases). To get the “Average Daily Balance” of Purchases, we take the beginning Purchase Balance of your Account each day, add any new Purchases, and subtract any unpaid interest or other **FINANCE CHARGE** and any payments or credits applied to your Purchase Balance. This gives us the Daily Balance for Purchases. Then, we add up all the Purchase Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “Average Daily Balance” for Purchases.

We figure a portion of the **FINANCE CHARGE** for Cash Advances on your Account by applying the periodic rate to the “Average Daily Balance” of Cash Advances (including current transactions). To get the “Average Daily Balance” of Cash Advances, we take the beginning Cash Advance balance of your Account each day, add any new Cash Advances, and subtract any unpaid interest or other **FINANCE CHARGE** and any payments or credits applied to your Cash Advance Balance. This gives us the Daily Balance for Cash Advances. Then, we add up all the Advance Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “Average Daily Balance” for Cash Advances.

Balance Transfers are treated a Purchases for purposes of determining **FINANCE CHARGES**. Convenience Checks are treated as Cash Advances for purposes of determining **FINANCE CHARGES**.

You understand and agree that under paragraph 29 of this Agreement we have the right, in our sole and absolute discretion, to change the amount of any **APR**, Monthly Periodic Rate, and/or **FINANCE CHARGE** that apply to your Account, in accordance with applicable law.

9. AVOIDING ADDITIONAL **FINANCE CHARGES**.

(a) For Purchases and Balance Transfers, there will be no **FINANCE CHARGE** if your total payments and credits posted to your Account on or before the Due Date shown on your previous Statement (which is at least 25 days after your Statement closing date) are at least as much as the entire New Balance on that Statement. Otherwise, the New Balance and subsequent Purchases and Balance Transfers from the posting date will be subject to **FINANCE CHARGES**.

(b) There will be a **FINANCE CHARGE** on all Cash Advances and Convenience Checks from the date of posting. There is no grace period in order to avoid the imposition of **FINANCE CHARGES** on Cash Advances and Convenience Checks.

(c) There will be no **FINANCE CHARGE** calculated on the other fee charge(s) or accrued **FINANCE CHARGE** or Late Charges, whenever you pay them.

10. PAYMENTS.

(a) Minimum Payments. Your Minimum Payment Due is the sum of any payments past due and your Current Payment Due. You agree to pay us after the Statement Date and on or before the Due Date shown on your Statement at least the Minimum Payment Due. Your Current Payment Due will be determined by the following schedule:

<u>New Balance</u>	<u>Current Payment Due</u>
Under \$15.00	Amount of New Balance
Over \$15.00	2.0% to 3.5 % of New Balance, based upon your current interest rate, or \$15.00, whichever is greater.

You may pay more than the Minimum Payment Due. You must also pay on our demand the amount by which the New Balance exceeds the credit limit that we set for your Account.

(b) Time and Place for Payment. All VISA payments are to be mailed to:

VISA  
P.O. BOX 79265  
City of Industry, CA 91716-9265

Payments may also be made at any of our credit union branches.

(c) Currency. You must make all of your payments in United States Currency, even if your original transactions were made in foreign currencies.

(d) How Your Payments Will Be Applied. Minimum Payments will be applied to your account in the manner chosen by us subject to applicable law. Any payment amounts above the Minimum Payment due will be applied to transactions with higher

**APR** before transactions with lower **APRs**. Among multiple transactions with the same **APR**, we may apply your payments to older transactions before more recent transactions.

(e) Payments Marked "Paid In Full." We may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative.

11. **LATE CHARGES.** If we do not receive at least the Minimum Payment Due that appears on a Statement within 10 days after the Due Date on that Statement, we may add a Late Charge to your Account. The Late Charge will be 5% of the past due amount. You will only have to pay the Late Charge once on the same late payment, but when you make a payment, we may apply it to your oldest payment(s) due, whether or not the amounts are the same. We will not charge you any more Late Charges after acceleration of your payments. (See paragraph 19 about acceleration.)

12. **JOINT AND SEVERAL RESPONSIBILITY.** You agree to repay us according to the terms of this Agreement for all transactions, **FINANCE CHARGES**, late charges, and other fees arising from the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. You must not give anyone else possession of your Card, Access Device, PIN, or other authority to make transactions on your Account. You cannot disclaim responsibility by notifying us, although we will close the Account if you so request and you will return all Cards and Access Devices to us. Your obligation to pay the Account balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Account, Card or Access Device is jointly and severally responsible with you for charges he or she makes. Any person who is a Cardholder, signs the Card, or is a Joint Applicant becomes a party to this Agreement and is jointly and severally responsible for all amounts owing on the Account. This Agreement is binding on the heirs, personal representatives, successors and assigns of any such person. We may collect from or pursue legal action against any one or more of you without giving up any of our rights against the others. Cards and Access Devices remain our property and you must recover and surrender to us all Cards and Access Devices upon our request and upon termination of this Account.

13. **INTERNET (ONLINE) TRANSACTIONS.** We subscribe to Verified by Visa (VbV). VbV is an enhancement that improves the security of Purchases made via the Internet by enabling us to verify your Account ownership during online purchases by using a password. VbV only relates to Internet Purchases from merchants that also participate in VbV. If you make Purchases through the Internet, you may register your Card at [www.visa.com](http://www.visa.com), where you will be asked to enter account information and personal data for identity confirmation. You will be able to shop at participating VbV Internet merchants with no changes to the shopping or checkout process. Should you

shop at a VbV participating Internet merchant and have not yet registered your Card, you may be required to register with VbV before completing the transaction.

#### 14. FOREIGN TRANSACTION FEE AND CURRENCY CONVERSION RATE.

(a) Foreign Transaction Fee. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, regardless of whether the transaction involves a currency conversion, including Purchases, Cash Advances and credits to your Account. A foreign transaction is any transaction that you complete or a merchant completes on your Card or Access Device outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consultants.

(b) Currency Conversion Rate. Transactions will be billed to you in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The conversion rate to dollars will be at (i) the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government mandated rate, whichever is applicable, in effect for the applicable central processing date, in each instance, plus or minus any adjustments determined by the issuer. The conversion rate may be different from the rate on the day of the transaction or date of the posting.

15. PROHIBITION AGAINST USING ACCOUNT FOR MARGIN STOCK. You agree that you will not use the Account to purchase or carry margin stock (as defined in Federal Reserve Board regulations).

16. ILLEGAL ACTIVITY. You agree not to use your Card, Access Device or Account, directly or indirectly for: (a) any illegal activity or transaction; or (b) any gambling, gaming, betting, or similar activity or transaction. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. Display of a payment card logo by an online merchant or acceptance of a Visa Card or Access Device by an online merchant does not necessarily mean that the transaction is legal in the jurisdiction in which you are located. In the event that a charge or transaction described in this paragraph is processed, you will still be responsible for such charges. Any such illegal or other prohibited use constitutes an unauthorized use and can result in cancellation and termination of your Account. You agree, should illegal use occur, to waive any right to sue us in connection with such illegal use and to indemnify and hold us harmless from any action or liability, including attorney's fees and costs, directly or indirectly arising out of such illegal use.

#### 17. REWARDS PROGRAM.

(a) Reward Points. If you are enrolled in the Rewards Program for your Account, Rewards points will only apply to net Purchases (Purchases minus returns

and/or credits). Every dollar in qualifying Purchase, net of returns, charged to the Account earns one Participant Point ("Point"). No points are earned for Finance Charges, Fees, Balance Transfers, Cash Advances, Convenience Checks, Foreign Transaction Currency charges, Insurance charges or other items posted to the Account.

(b) Loss of Accumulated Reward Points. Accumulated Rewards Points will be lost should the following occur: (i) You or the Joint holder of the Account file for Bankruptcy; (ii) we have reason to believe there is illegal activity (as described in paragraph 13 of this Agreement) occurring on your Account; (iii) your Account becomes 90 or more days delinquent; (iv) you or the Joint holder of this Account causes the credit union to suffer a loss. In addition, Points earned in calendar year one will expire as of the last day of calendar year five. (For example points earned in 2010 will expire on December 31, 2014.)

(c) Rewards Redemption. For travel related redemption, call a toll free 800 number, (800) 900-6160. For merchandise redemption, send your order form to: CUREwards Awards HQ 2440 West 34th Street, Chicago, IL 60608-5134. The website to view the available merchandise is: [www.curewards.com](http://www.curewards.com). Redemption is subject to availability.

(d) Program Rules. A complete set of Program Rules may be obtained at the CUREwards website, through the HawaiiUSA website, <http://hawaiiusafcu.com>, or by contacting HawaiiUSA at (808) 534-4300, or toll free at (800) 379-1300.

(e) Termination. We reserve the right to terminate the Program at any time upon providing any notice required by applicable law. If terminated, we shall not be responsible or liable for any points you have earned and did not use prior to the end of the Program. Also, if your Account is closed for any reason, any unused accrued points will be forfeited.

18. CREDIT INFORMATION. You warrant that the information on any credit application that you have given us to get your Account, Card or Access Device is correct. We may retain your application. You agree to notify us immediately if any information on your application becomes incorrect, including a change in your name, address, employment or financial status. You authorize us to ask at your place of employment or anywhere else at any time about your income and other financial affairs. You authorize us to investigate your credit standing when opening, renewing, or reviewing your Account. You authorize us to disclose information regarding your Account and our credit experience with you to credit bureaus and others to the extent permitted by law. You understand and agree that we may make changes to the terms of your Account, as permitted under paragraph 29 below, based on information in your credit history. You understand that it is a violation of section 1014, title 18, US Code, to make false statements or over-value security for the purpose of influencing the action of any federally insured credit union, including HawaiiUSA.

19. DEFAULT. You will be in default if: (a) you do not pay on time or in the proper amount(s); (b) you violate any of the terms of this Agreement; (c) your creditworthiness

is impaired; (d) you make any false or misleading statements in any credit application, credit update or other communication to us; or (e) you die, become insolvent, or are the subject of bankruptcy or receivership proceedings. You agree to inform us if you become aware of any event or condition that may constitute a default as described in this paragraph. We have the right to demand immediate payment of your full Account Balance if you default, subject to our giving you any notice required by law. In the event of any action by us to enforce this Agreement, you agree to pay the costs of enforcement, including reasonable attorneys' fees, and other expenses.

20. **WHOLE BALANCE DUE.** If you default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account, Card and Access Device privileges, and we may demand immediate payment of the Account balance, including **FINANCE CHARGES**, late charges, and our collection costs, reasonable attorneys' fees, and court costs (collectively, "collection-related charges"). You understand and agree that you will be subject to **FINANCE CHARGES** (at the applicable Monthly Periodic Rate), late charges, and collection related charges under the terms disclosed in this Agreement, until you repay your entire Account balance.

21. **COLLECTION COSTS.** If we hire an attorney to collect the unpaid balance of your Account or anything else you owe under this Agreement, you must pay our reasonable attorney's fees up to the maximum amount allowed by law, and any other expenses including cost of repossession, foreclosure and other legal remedies that we incur in collecting what you owe under this Agreement. If we have to sue you to do that, you must pay us court costs, whether or not we hire an attorney. You must pay such amounts when we demand. Alternatively, we can, if we choose, treat the money that you owe us like any other Cash Advance under this Agreement.

22. **SET OFF.** If we obtain a judgment against you for anything you owe us on your Account, and neither law nor the terms of the judgment prohibits us from doing so, we may set off the judgment debt against any obligation we owe you (such as the balance in your HawaiiUSA accounts without special tax treatment).

23. **QUESTIONS AND BILLING ERRORS NOTICE.** Read the notice containing important information regarding your rights to dispute billing errors that follows immediately after paragraph 43. By this reference that notice is made part of this Agreement. You must notify customer service at our Customer Service Center immediately if you have any questions about your Statement.

Customer Service  
P.O. Box 31112  
Tampa, FL 33631-3112

24. **LIABILITY FOR UNAUTHORIZED USE.** If you notice the loss or theft of your Card or Access Device, or a possible unauthorized use of your Card or Access Device, you should call us immediately at 1-800-654-7728, or write to us at: Credit Card Security Department, P.O. Box 31112, Tampa, FL 33631-3112.

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50. Subject to investigation, verification of your claim, and account standing and history, you will have no liability for unauthorized Purchases made with your Card through Visa, unless you acted with gross negligence or fraud, or delayed in reporting unauthorized use.

You are responsible for the safekeeping of your Card, PIN, Access Device and Access Code. If we suffer a loss we may not reissue a Replacement Card or Access Device and may close your Account.

25. TRANSACTION SLIPS. Your billing Statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, Cash Advance, credit, or other slips cannot be returned with the Statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your Statement. We may make a reasonable charge for any photocopies or slips you request.

26. RETURNS AND ADJUSTMENTS. Merchants and others who honor your Account, Card or other Access Device may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future Purchases and Cash Advances, or if it is \$1.00 or more, refund it on your written request or automatically after six (6) months.

27. DISPUTES WITH MERCHANTS. We are not responsible for the refusal of any merchant or financial institution to honor your Card or Access Device. If you have a dispute with a merchant or financial institution, you must make a good faith attempt to resolve the dispute with the merchant or financial institution. If you cannot do so, you must send written notice of the dispute to Customer Service, P.O. Box 31112, Tampa, FL 33631-3112 and to the merchant or financial institution. We will then investigate the dispute and take such action as required under the Federal Truth in Lending Act.

28. INVESTIGATIONS. You agree to cooperate fully with the investigation of any merchant dispute or unauthorized transaction regarding your Account, to file complete and truthful reports with criminal law enforcement agencies, and to give complete and truthful testimony. At our request, you agree that (a) we will be subrogated to, and you shall assign to us, all rights that you have against any merchant, financial institution, or unauthorized user, (b) you will do whatever is necessary to enable us to exercise our rights and will cooperate with us, and (c) you will not prejudice our rights. You further agree that we have the right to reverse any credits that we apply, and that you will indemnify and hold us harmless with respect to any dispute, to the full extent permitted by law.

29. CHANGE OF TERMS. This Agreement is the contract that applies to all transactions on your Account even though the sales, cash advance, credit, or other slips you sign or receive may contain different terms. Subject to applicable law, you

understand and agree that we may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including financial terms, such as the method of application and the amount of any **FINANCE CHARGE, APR**, Monthly Periodic Rate, and fees by providing notice as required by law. The new terms will apply to your existing Account Balances and all Fees and Charges accrued at the time of the change as well as to any future transactions, to the extent permitted by applicable law. We will provide you with notice of any change as required by law.

30. **CANCELLATION OR TERMINATION.** Except where written notice is required by law, we may suspend your ability to make transactions and cancel this Agreement at any time. Cards and Access Devices are our property, and may be repossessed by us at any time, with or without notice. You must give all Cards and Access Devices back to us upon our demand. You can cancel this Agreement by giving us a written notice of cancellation along with all Cards and Access Devices that were issued for your Account, whether or not issued under your name. Even if this Agreement is cancelled or terminated, you are still responsible for the use of your Card and Access Devices, and you must pay all balances on your Account, and other fees, Late Charges and **FINANCE CHARGES** which have accrued or will accrue on your Account.

31. **NOTICE.**

(a) **To Us.** If there is any Notice that you need to give to us, call us during our business hours at (808) 534-4300 on Oahu, or toll free at (800) 379-1300, or write to us at: HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 96817-3946.

If you email us, we may not immediately review it. We will not take action based on email requests until a Credit Union employee reads the email and has a reasonable opportunity to act. Do not include any personal or confidential information in any email that you send to us, whether through online banking or through a different email provider.

We will never contact you by email, telephone, mail or other type of correspondence and request your account number, PIN, password, username, or other access code. If you are contacted by anyone asking for your account number, PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

(b) **To You.** If you move, you must give written Notice of your new Address. Whenever we are required to give you notice for something, we will mail it to you at your present address, or at any new address that you have given us or to your last known to us. If you sign up for electronic statements, notice may be provided by email. If there is more than one person on the Account, notice to any one of you constitutes notice to all of you.

32. **WAIVERS.** You agree, and everyone signing for you as guarantor agrees, to be liable for the repayment of everything you owe under this Agreement even if we do not follow all of the legal procedures (such as diligence, demand, presentment, and notice

and protest of dishonor) that we might be required to follow in the absence of this waiver. You are not, however, waiving your right to notice and an opportunity to be heard if we bring suit on this Agreement. In addition you consent, and everyone signing for you as guarantor consents, to any relief that we give with respect to time of payment (such as extensions or postponements or even multiple extensions for longer than the original period), or that in any other way impairs or suspends our remedies or rights. We shall not waive any of our rights under this Agreement by giving you or anyone else relief. No waiver, consent or approval by us will be effective unless it is in writing and our authorized representative signed it.

33. **APPLICABLE LAW; VENUE.** Your Account was approved and issued in the State of Hawaii, and all extensions of credit are being made from the State of Hawaii. You agree that the laws of the State of Hawaii (without regard to conflict of laws provisions) apply to this Agreement, to the Account and to use of the Card or Access Device, wherever that takes place. Any action with respect to this Agreement, the Account or use of the Card or Access Device may be brought or transferred to federal or state courts located in Honolulu, Hawaii.

34. **RENEWALS.** If you move out of the State of Hawaii, your Account may not be renewed. Any outstanding balance may become due according to the terms of this Agreement.

35. **NONTRANSFERABILITY.** You may not transfer or assign your Account or a Card or Access Device without prior written consent, which we may withhold in our sole discretion.

36. **SEVERABILITY.** If any provision in our Agreement is not enforceable, such provision shall be deemed amended and enforced to the maximum extent permissible by law. All other provisions shall remain in full force and effect.

37. **ELECTRONIC FUND TRANSFERS.** In the event a use of the Card, Access Device or Account constitutes an Electronic Fund Transfer, refer to the section on "Electronic Fund Transfers – Your Rights and Responsibilities" in the "Terms and Conditions of Your Account," applicable to your consumer accounts at HawaiiUSA.

38. **INTEGRATED DOCUMENTS.** Any separate sheet of paper identified as an "Addendum" or "Amendment" to this Agreement is an integrated part of the Agreement.

39. **ELECTRONIC RECORDS; EVIDENCE.** You agree that a copy, microfilm, microfiche, or other electronic medium will have the same validity as the original.

40. **BUSINESS DAYS.** Our Business Days and hours at our Main Branch are Monday to Friday, 9:00 am to 5:30 pm, and Saturday, 8:30 am to 2:30 pm. Holidays are not included.

41. **TIME.** You understand that time is of the essence as is each of the terms in this Agreement.

42. COPY RECEIVED. You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

43. NOTICE. See the statement below for important information regarding your right billing rights.

\* \* \* \* \*

**YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

**This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.**

**What to Do If You Find a Mistake on Your Statement**

If you think there is an error on your Statement, write to us at Customer Service, P.O. Box 31112, Tampa, FL 33631-3112.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We also will tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights if You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 31112, Tampa, FL 33631-3112.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.