

- Circumstances beyond our control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;

- The funds in your Account are subject to an uncollected funds hold, are blocked by our set off, legal process or other circumstances restricting such transaction or payment;

- Our liability is otherwise limited by government regulation;

- We have received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house or a terminal owner);

- Your Card or PIN is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or because your Card or PIN has been repeatedly entered incorrectly;

- Our failure to complete the transaction is done to protect the security of your Account and/or the electronic terminal system;

- You make an error in keying your deposit at an ATM (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result); or

- Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be removed from your Account, we will be responsible for returning the improperly transferred funds to your Account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

18. ACCOUNT INFORMATION DISCLOSURE: We will maintain the confidentiality and privacy of your Account information in accordance with our privacy policy. We will disclose information to third parties about your Account or the electronic fund transfers you make:

- (a) Where it is necessary for completing electronic fund transfers;
- (b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- (c) In order to comply with a government agency, court order or any legal process; or
- (d) If you give us your written permission.

19. GENERAL:

- (a) **Security.** You agree that you will not allow any unauthorized person to use your Card or other access device. You will not disclose your PIN or other access codes to any unauthorized person. You will not write your PIN or access codes on your Card (or any place) or otherwise make it available to anyone else; you will not keep them near or with your Card. You will notify us immediately and send written confirmation if your PIN or other access code is disclosed to anyone else. You understand and agree that you must change the PIN or other access code immediately to prevent transactions on your Account(s) if anyone not authorized by you has access to the PIN or other access code. If you disclose your PIN(s) or other access code to anyone, however, you understand that you have given them access to your Account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN or other access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN or other access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN or other access code is changed.

- (b) **Financial Information.** You authorize us, both now and in the future, to obtain consumer credit reports in your name, and to provide credit reporting agencies and others with information about our experiences with you and any joint accountholder. This section survives any termination of this Agreement.

- (c) **Refusal of Card; Terminal Failure.** We have no responsibility for the failure of any ATM, merchant, financial institution or other person to accept the Card. We will not be liable if an electronic terminal fails to function for any reason, whether or not this malfunction is known to us, nor will we be liable if the Card has been rejected or confiscated, either at an electronic terminal or through a merchant or financial institution.
- (d) **Investigations.** You agree to cooperate fully with the investigation of any disputed or unauthorized transaction regarding your Account, to file complete and truthful reports with

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 unauthorized user or third party, (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. This section survives any termination of this Agreement.

- (e) **Processing Time.** You acknowledge and agree that we may not process a transaction made on a holiday or after regular banking hours until our next Business Day.

- (f) **Business Days.** For purposes of this Agreement, our business days are Monday to Friday Federal Holidays are not included.

- (g) **Your Right to Receive Documentation of Transactions.**

- **Terminal Transfers.** In most cases, you will receive a receipt at the time you make any transfer to or from your Account using an ATM or when you make a purchase using a POS terminal, unless the amount of the transfer is \$15.00 or less, in which case a receipt is not required to be made available to you. You should retain any receipts received to compare with your periodic statement from us.
- **Periodic Statements.** You will receive a monthly account statement for each month in which an electronic fund transfer is made, but at least a quarterly statement if no transfers are made. You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized. You acknowledge and agree that the original, copy or facsimile of any sales draft, withdrawal draft or transfer order originated by using your Card will not be returned with periodic statements.
- **Online Banking Transactions.** You may print a record of any individual transaction conducted through online banking at any time after the transaction is completed. You may also access up to twelve (12) months of transaction history via the online banking system.

- (h) **Card Claims and Transaction Questions.** When you authorize other parties to debit your Account, you are responsible for these transactions. Thus, you may have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted the Card. You understand that we will not be able to help you because we only have the information received from the third party. Any claim or defense that you assert will not relieve you of your obligation to pay the total amount of the sales slip, unless otherwise permitted by law. You are not permitted to stop payment on any purchase through the use of your Card

- (i) **Joint Accounts.** If your Account is a joint account, all joint accountholders shall be bound by this Agreement and shall be responsible for all Card transactions as provided in this Agreement. Any joint accountholder, without the consent of any other accountholder, may, and is authorized by every other joint accountholder to, make any Card transaction permitted under this Agreement. Each joint accountholder is authorized to act for the other accountholders, and we may accept orders and instructions regarding any Card transaction on any Account from any joint accountholder. Each joint accountholder is responsible individually and jointly for paying all amounts owed to us.

- (j) **Change of Terms.** We may amend, modify, add to, or delete from this Agreement and our Schedule of Fees and Charges at any time. The new terms will apply to new transactions, and to those still in process at the time the change becomes effective. We will mail or deliver to you the updated Agreement, Schedule of Fees and Charges, or some other written notice of change (unless the change is for your benefit) at least 21 days before the change takes effect, or with your next regularly scheduled statement sent to you by us, or before your first use of the Card.

- (k) **Card Re-Activation.** In the event you notify us of a lost or stolen Card, and we de-activate the Card, but you later advise us that you located the Card and request that it be re-activated, we will charge you a Re-Activation Fee as set forth in our Schedule of Fees and Charges.

- (l) **Notice and Communications.** Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through Online Baking if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at any of our offices or by sending a written and signed notice to HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, Hawaii 96817, Attention: Call Center.

- (m) **Collections.** You agree that we shall be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, your Card and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future deposits and have the right to apply such deposits to any money you owe. If any legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs,

and other charges incurred for enforcing our rights under this Agreement.

- (n) **Severability.** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

- (o) **No Waiver.** The Credit Union can delay enforcing any provision under this Agreement any number of times without losing its right to enforce them at a later date.

- (p) **Applicable Law.** You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Hawaii, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Hawaii.

- (q) **Authorization Holds for Mastercard Debit Card Transactions.** When you use your Mastercard Debit Card to pay for goods or services, the merchant may seek our prior authorization for the transaction, at which time we will generally place a hold on some or all of the funds in your Account for up to three (3) Business Days or until the authorization is paid from your Account. For more information regarding how Debit Card authorization holds impact your available account balance, refer to our *Overdraft Protection and Courtesy Pay Service Agreement*.

- (r) **Making Electronic Funds Transactions.** You agree to follow the instructions posted or otherwise given by us or any ATM network or POS terminal concerning use of the machine/terminal.

- (s) **Returns and Adjustments (Mastercard Debit Card).** Merchants and others who honor Mastercard Debit Cards may give credit for returns or adjustments, and they will do so by sending us a credit that we will post to your Account. The amount of the credit will be reflected on your periodic statement.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic services transactions, you agree to telephone us at HawaiiUSA Federal Credit Union, Call Center, at: **534.4300 on Oahu, or (800) 379.1300 toll-free**, or write to us at:

HawaiiUSA Federal Credit Union
Attention: Central Operations – Electronic Services
1226 College Walk, Honolulu, Hawaii 96817

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:

- (1) Tell us your name and Account number;
- (2) Describe the error or 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.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the 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 10 business days, we may not credit your Account.

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

This Agreement is effective March 11, 2019. To find out what may have changed since then, please contact us at the phone number or address set forth above.



Consumer ATM Card and Debit Card Agreement

In this Consumer ATM Card and Debit Card Agreement (“Agreement”) the words “you” and “your” refer to the accountholders of the HawaiiUSA Federal Credit Union share or share draft account to whom we have issued an ATM Card or a Debit Card. The words “we,” “us,” “our” and “HawaiiUSA” refer to HawaiiUSA Federal Credit Union. “Account” refers to your share account or share draft account, as applicable. “Card” refers to the HawaiiUSA Federal Credit Union ATM Card or the HawaiiUSA Federal Credit Union Mastercard Debit Card issued to you.

1. YOUR ATM CARD OR DEBIT CARD: You agree that the use of the Card shall be governed by the terms and conditions contained in this Agreement. The terms and conditions governing the Account accessed by your Card and PIN are also applicable. In the event of a conflict between the Account disclosures and the terms and conditions of this Agreement, this Agreement shall govern to the extent of any such inconsistency. By using or authorizing any other person to use your Card, you acknowledge your understanding and agreement to the terms and conditions in this Agreement. We may issue replacement Cards from time to time at our option. The Card may be used to access your HawaiiUSA share or share draft account through designated automated teller machines (ATMs) at HawaiiUSA and certain other financial institutions, including Bankoh Bankmachines. Your Card may be used at ATM and other terminals that utilize the CIRRUS® and STAR® networks. In addition, your Debit Card (and your ATM Card if it is linked to your share draft account) may be used for Point-Of-Sale (POS) transactions and cash advances against your share draft account through the STAR and Mastercard networks. Further, your Card may be used for banking transactions at ATMs that are part of the CO-OP ATM network. “Point-Of-Sale” or “POS” refers to a transaction in which you use your Card with or without your PIN to pay for goods and services by debiting an Account, whether or not an electronic terminal is used at the time of the transaction. “PIN” refers to the personal identification number you agree to use to identify yourself when using an ATM or POS terminal. All fees and charges associated with your use of the Card are disclosed in our Schedule of Fees and Charges and is incorporated herein by reference.

This Agreement applies to consumer accounts only (accounts established and used primarily for personal, household, or family purposes). Accounts used for business, commercial, organizational, or non-profit purposes and all other accounts that generally are not subject to the Truth-In-Savings Act or Electronic Fund Transfer Act are governed by a different agreement. Please contact us if you have any questions regarding the various accounts and applicable disclosures.

2. USE OF YOUR CARD: You agree to sign your Card and to use it in accordance with the terms and conditions of this Agreement. All purchases, transfers and withdrawals made with your Card may result in immediate debits to the applicable Account, thus reducing your available balance (defined in Section 5 below). You authorize us to debit or credit your Account as appropriate for the total amount of any transaction originated by your Card as though you had specifically signed a withdrawal authorization. You acknowledge that all debit transactions will constitute withdrawals from the Account, even though the transactions might not be paid from the Account until a later date.

3. LINKING ACCOUNTS TO YOUR CARD: You must select one share draft account to be linked to your Debit Card. You may also elect to link a share savings account to that Debit Card. You may choose to link a share savings or share draft account to your ATM Card. If you do not link your share draft account to the ATM Card, you will not be able to conduct POS transactions at participating merchants. If your Accounts are linked to either a Debit Card or an ATM Card, you may transfer funds between your Accounts through the ATM.

4. FEES AND CHARGES: All fees and charges associated with using your Card are disclosed in our Schedule of Fees and Charges. Any fees charged will be deducted from the Account from which the electronic fund transfer occurred. HawaiiUSA reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law. If you have been issued an additional Card (whether an ATM Card or Mastercard Debit Card) for a joint owner on your Account, any applicable transaction fees outlined in our Schedule of Fees and Charges will be based on combined transactions. Withdrawals from more than one Account or additional withdrawals from the same Account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged immediately after the transaction has posted to your Account. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

5. YOUR CHECKING ACCOUNT BALANCE: This section applies to your use of a Mastercard Debit Card that is linked to your checking account (referred to as “Account” in this Section 5). You understand that your Debit Card is not a credit card and does not provide “credit” which means that you may not defer payment of Debit Card transactions. You agree not to exceed the “available balance” (defined below) in your Account.

Your Account has two kinds of balances: the actual balance and the available balance. Both can be checked when you review your Account online, at a Credit Union-owned ATM, through automated telephone banking, or at a branch. It is important to understand how the two balances work so that you know how much money is in your Account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your Account at any given time, but not all funds included in the actual balance are considered available for transactions on your Account. The actual balance is also referred to as your “Ledger Balance” on Credit Union ATM screens and

your "Balance" in online banking, mobile banking and when you use our automated telephone banking system. Your actual balance reflects transactions that have posted to your Account, but not transactions that have been authorized and are pending, while pending deposits that are subject to holds under our Funds Availability Policy will be reflected in the actual balance even though they are not yet "available." While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your Account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your Account that have not yet posted. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you have an actual balance of \$50, but you have already spent \$40.

Your [available balance](#) is the amount of money in your Account that is available to you to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending Debit Card purchases) that the Credit Union has authorized but that have not yet posted to your Account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you use your Debit Card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a "hold" on your Account for \$20 (referred to as an "authorization hold"). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant's preauthorization request that resulted in an authorization hold on \$20 in your Account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your Account, and your actual balance will be reduced by the amount of the posted transaction.

We use your [available balance](#) to determine whether your Account is overdrawn and whether Courtesy Pay Fees will be assessed. Your Account is considered overdrawn when the available balance in your Account is negative (less than \$0). In making this determination, we check your available balance at two separate times—first, at the time a merchant authorization request is received, and second, when the transaction "settles" and posts to your Account. If your available balance is insufficient to pay the transaction amount requested by a merchant, we will decline the request. If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on your Account in the amount of the merchant's authorization request. If the transaction later "settles" and posts to your Account at a time when the available balance is insufficient to pay the posted transaction without causing the Account to have a negative balance (less than \$0), we will charge a Courtesy Pay Fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized. The following example illustrates how this works:

Assume your actual and available balance are both \$50, and you use your Debit Card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your Account, which reduces your available balance to \$30. Your actual balance would reflect \$50. Before the restaurant charge is sent to us for payment, a check that you wrote on the same account posts for \$40. Because your available balance is only \$30 (due to the authorization hold of \$20), your Account will be overdrawn by \$10, even though your actual balance is \$50. In this case, if we pay the \$40 check under the Courtesy Pay Service, we will charge you a Courtesy Pay Fee of \$29, which will be deducted from your Account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$20 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge exceeded your available balance at the time the restaurant charge "settled" (i.e., posted to your Account), we will charge you a Courtesy Pay fee of \$29, even though the restaurant transaction was authorized and approved with a sufficient available balance.

¹ For the complete terms and conditions applicable to our overdraft protection programs and Courtesy Pay Service, please refer to our Overdraft Protection and Courtesy Pay Service Agreement, which was previously provided to you if you enrolled in any of our optional overdraft protection programs or are eligible for the Courtesy Pay Service.

YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. This is because we check your available balance at two separate times as explained above, in addition to the fact that your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your Account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your Account

In addition, your available balance may not reflect all of your Debit Card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) Business Days of authorization (or for up to thirty (30) Business Days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released. For additional information regarding how authorization holds affect your available balance, please refer to our *Overdraft Protection and Courtesy Pay Service Agreement*.

Finally, your available balance may not reflect the most recent deposits to your Account. Refer to our Funds Availability Policy in the *Important Account Information for our Members* booklet for information regarding the availability for withdrawal of your deposits.

If we pay an item that results in your Account becoming overdrawn (i.e., your available balance is negative), you agree to pay us the overdrawn amount, plus any applicable fees, immediately without

demand from us. If you have enrolled in one of our optional overdraft protection plans, such as our Overdraft Transfer Service or our Overdraft Line of Credit loan account, we will look first to these services for overdraft protection before applying our discretionary Courtesy Pay Service when your Account is overdrawn. The Overdraft Transfer Service plan and an Overdraft Line of Credit may save you money on the total fees you pay us for overdraft protection. Once your applicable optional overdraft protection plans are exhausted, if you are eligible for the Courtesy Pay Service and if you have opted in to our Courtesy Pay Service for ATM transactions and one-time Debit Card transactions, your ATM and Debit Card transactions may be paid up to the amount of your Courtesy Pay limit and a Courtesy Pay fee of \$29 will be charged to your Account. If you are not eligible for, or have opted out of, the Courtesy Pay Service, your Debit Card transactions will not be paid, they will be returned and an NSF Fee of \$29 will be charged.

6. TYPES OF TERMINAL SERVICES AVAILABLE: You can use your Card at terminals for the following electronic fund transfers, to the extent allowed by law. Some of these services may not be available at all terminals.

- Withdraw cash from your Account at ATMs.
- Check the current balance of your Account at ATMs.
- Make deposits to your Account at certain ATMs.
- Transfer funds between your linked HawaiiUSA Accounts at ATMs.
- Pay for purchases from your share draft account at merchants that have agreed to accept the Card.
- Obtain a cash advance from your share draft account with your Debit Card at financial institutions that accept Mastercard.

7. TERMINAL TRANSACTIONS:

(a) **Withdrawal Limitations.** You may withdraw up to \$200.00 from a HawaiiUSA ATM, CO-OP ATM, or a Bankoh Bankmachine each time you use your Card. You further understand that we may limit your total ATM withdrawals to \$500.00 per day for all of your Accounts, on your ATM Card and on your Debit Card, combined. There may be other limits for security reasons. You understand that withdrawal limitations may vary between shared networks and individual ATMs. In addition, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, in our sole discretion.

(b) **Point-Of-Sale and Cash Advance Limitations.** You may only make POS transactions and obtain cash advances from your share draft account. We may limit your POS transactions and cash advances to no more than \$5,000.00 per day. For security reasons, we may limit the number of transactions and impose other restrictions. To obtain a cash advance, go to a financial institution that accepts Mastercard. A financial institution may charge you a fee for processing your cash advance. You cannot use your ATM Card to make signature-based POS transactions or any POS transactions outside of the United States.

(c) **Charges for Use of Terminals.** You will not be charged a fee when you use a HawaiiUSA ATM CO-OP ATM, or a Bankoh Bankmachine to make a withdrawal, transfer, deposit, or balance inquiry. We will charge you a fee in accordance with our Schedule of Fees and Charges each time you engage in any of these transactions at any other terminal. In addition, when you use a non-proprietary ATM, you may be charged a fee by the ATM operator and/or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer or withdrawal). This practice is known as "surcharging" and is in addition to any ATM fees charged by us. You authorize us to deduct our charges and the charges of any ATM operator or network from your Account.

(d) **Personal Identification Numbers (PINs).** You understand that you cannot use your Card without the applicable PIN. You are responsible for the safekeeping of your PIN provided by us or selected by you and for all transactions by use of a PIN. You will notify us immediately and send written confirmation if your PIN is disclosed to anyone. You understand and agree that you must change the PIN immediately to prevent transactions on your Account if anyone not authorized by you has access to the PIN. You further understand that your PIN is not transferable and you will not disclose the PIN or permit any unauthorized use thereof. If you disclose your PIN to anyone, however, you understand that you have given them access to your Account via the applicable electronic transfer system and that you are responsible for any such transaction initiated by that person, even if the person exceeds the authority you provide him or her.

(e) **Deposits.** You understand and agree that we accept deposits at an ATM subject to verification and collection by us and may only be credited or withdrawn in accordance with our Funds Availability Policy. Our Funds Availability Policy is set forth in the disclosure booklet entitled Important Account Information for our Members previously provided to you and incorporated herein by this reference. Transactions accomplished after the close of normal business each day will be deemed to have occurred on our next business day. Deposits at certain Credit Union and CO-OP ATMs do not require use of an envelope or deposit slip, although you will be required to confirm the accuracy of the deposit information in such case. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. To the extent applicable, information accompanying a deposit should include your name, our name, your member number, and where you want your deposit to go. We will give only provisional credit until collection is final. If collection is delayed, the credit may be reversed without notice.

(f) **Withdrawals, Transfers and Point-Of-Sale Transactions.** You authorize us to debit the applicable Account for the amount of the withdrawal, transfer or POS transaction. You acknowledge that all withdrawals, transfers and POS transactions will reduce the available balance in your Account, even though the transactions might not "settle" (i.e., post to the Account) until a later date. Financial institutions and merchants may seek preauthorization from us for certain

transactions. We are under no obligation to authorize transactions if we have reason to believe that sufficient funds are not available in the Account. We may limit the number of authorizations we give on a Card at any time for security or other reasons. We will not be liable if a merchant, ATM or other financial institution does not honor a Card or if authorization for a particular transaction is not given. We shall have no liability for the goods or services obtained by use of any Card except as otherwise provided by law.

8. ELECTRONIC FUND TRANSFER LIMITATIONS: Withdrawals or transfers out of your share (savings) accounts are limited by federal law. For all share (savings) accounts (except term share certificate accounts and IRAs), we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response or online banking transfers to another of your accounts or to the account of any other person or organization during each statement period. The date we use to determine the number of transactions is the date a transaction is posted to your Account, rather than the date you initiate the transaction. If you exceed these limitations in any statement period, we can refuse or reverse the transfer, close or limit your Account, and charge a fee as stated in our Schedule of Fees and Charges. Transactions that are not covered by these limitations include: (1) transfers from your Account to pay a loan with us; (2) transfers to your other accounts with us; (3) withdrawals (payments directly to you) from the Account when such transfers or withdrawals are made by mail, messenger, ATM or in person; and/or (4) withdrawals made by telephone if a check is mailed directly to you.

9. SAFETY AT THE ATM: You understand that you should use caution at all times when using an ATM. Some precautions you can take are: (1) avoid ATMs that are obstructed from view or unlit at night; (2) observe the area for anything unusual or suspicious; (3) when possible, bring a companion along, especially at night; (4) lock your vehicle when you leave it; (5) have your Card in your hand as you approach the ATM and avoid reaching in your wallet or purse in front of the ATM; (6) avoid counting your cash at the ATM; (7) lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up ATM; (8) prevent others from seeing you enter your PIN by using your body to shield their view; and (9) do not accept assistance from anyone you do not know when using an ATM. If you feel unsafe for any reason, you should leave the area immediately. If someone follows you after using the ATM, you should quickly go to a safe area that is well populated and well lit. You should report any incident to the police as soon as possible.

10. OWNERSHIP OF THE CARD: The Card remains our property and you agree to surrender the Card to us upon demand. If your Card is lost or stolen, you may be charged a Replacement Card Fee as set forth in our Schedule of Fees and Charges.

11. CANCELLATION, SUSPENSION OR RESTRICTIONS ON USE OF CARD. We may cancel, suspend, or restrict the use of your Card upon proper notice or without notice if: (1) the Account linked to the Card is overdrawn; (2) you use your Card in a manner which may cause a loss to us; (3) your Account is inactive, which is defined by us as an Account that has had no member-initiated transaction activity for twelve (12) consecutive months; (4) any mail sent to your address is returned to us as undeliverable (including any electronic mail); (5) your Account has one (1) or more NSF items or transactions; (6) we are aware that you have violated any term of this Agreement, whether or not we suffer a loss; (7) where necessary to maintain or restore the security of your Account or the POS system; or (8) if any of your accounts (including loan accounts with us) are not in good standing. For purposes of this Agreement, your account will not be considered to be in "good standing" with this Credit Union if you have failed to comply with the terms and conditions of any lawful obligation with this Credit Union and such failure caused the Credit Union to suffer a "pecuniary loss." A "pecuniary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies that you owe, for whatever reason, to the Credit Union. After any cancellation, suspension or restriction on the use of your Card by us, we may, in our discretion, reinstate the use of your Card once there are sufficient available funds in your Account to cover any fees and other transfers and debits. We also reserve the right to recall the Card through retrieval by any of the ATMs.

12. TERMINATION. You can terminate this Agreement or any of the electronic services provided for herein at any time by notifying us and no longer using your Card or PIN. Termination by any one Account owner will be binding on all Account owners and we are not required to notify other Account owners of the termination. We can also terminate this Agreement or any of the electronic services at any time in accordance with applicable law. You agree that you will return your Card(s) to us when this Agreement is terminated. Whether you terminate this Agreement or we do, the termination will not affect your obligations under the Agreement, even if we allow any transaction to be completed after this Agreement has been terminated. Termination of this Agreement or your access to any of the electronic services does not terminate your Accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

13. UNAUTHORIZED USE OF CARD: Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer (including transfers, withdrawals or POS transactions) has been made without your permission using information from your check. Telephoning us the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows electronic fund transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card or PIN has been lost or stolen, call us at (808) 534.4300 or toll-free at (800) 379.1300, or write to HawaiiUSA Federal Credit Union, Attention: Central Operations – Card Services, 1226 College Walk, Honolulu, Hawaii 96817.

14. SPECIAL NOTICE TO MASTERCARD DEBIT CARDHOLDERS: If there is an unauthorized use of your Mastercard Debit Card then your liability will be zero (\$0.00) so long as: (1) you exercised reasonable care in safeguarding your Mastercard Debit Card from risk of loss or theft; and (2) you promptly reported the unauthorized use. If you cannot meet these requirements then your liability with respect to unauthorized transactions will be governed as set forth in Section 13 above. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was mailed to you. This provision limiting your liability does not apply to Mastercard commercial cards.

If you notify us of an unauthorized transaction that was processed through Mastercard (this does not include cash disbursements at an ATM using your Mastercard Debit Card), we will provide provisional credit to your Account within five (5) business days of the notification. For Accounts that have been open for less than 30 days, we will provide provisional credit to your Account in ten (10) to twenty (20) business days of notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your Account until your written complaint is received by us. "Unauthorized" means the use of your Mastercard Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

15. FOREIGN TRANSACTIONS (MASTERCARD DEBIT CARDS): Purchases, cash advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Mastercard operating regulations for international transactions. Such regulations provide for either a 0.9% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or a 1.1% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the purchase, cash advance, or credit and retained by Mastercard. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting to the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference. For purchases, cash advances, and ATM and non-ATM cash transactions, we will charge a Foreign Transaction Fee of either 0.9% or 1.1% as described above, to the amount provided to us by Mastercard.

Some ATMs located outside of the United States and in territories or possessions of the United States do not have the capability to perform certain electronic fund transfers. In most cases, you may be able to access only the primary Account for which your Card is validated. Terminal receipts and periodic statements for electronic fund transfers initiated outside of the United States may not reflect all of the information typically reflected on terminal receipts and periodic statements for electronic fund transfers initiated within the United States.

16. USE FOR ILLEGAL PURPOSE PROHIBITED: You may not use your Account, Card or PIN directly or indirectly in a manner that would constitute a crime under local, state or federal law, or in any illegal activity, including without limitation (1) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not use your Account, Card or PIN for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but are not 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 does not mean that internet gambling or other transactions are legal in the jurisdiction in which you are located. We may deny authorization of any transactions identified as illegal activity or prohibited gambling. However, in the event that a charge or transaction described in this section is approved and processed, you will still be responsible for such charges. If you use your Account, Card or PIN directly or indirectly in an unlawful manner, you understand that we may suspend or terminate the use of your Card, terminate your access to all electronic services, and we may exercise any rights available to us, including, but not limited to, closing your Accounts with HawaiiUSA.

17. OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUND TRANSFERS: If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance if:

- Through no fault of ours, you do not have enough money in your Account (or sufficient collected funds) to complete the transaction;

- The transaction would exceed the credit limit on your Overdraft Line of Credit or the available balance in any Account linked to the Card via the Overdraft Transfer Service;

- The terminal where you are making the withdrawal does not have enough cash or cash in the denominations you requested;

- The terminal or other electronic services system was not working properly, and you knew about the breakdown when you started the transaction;