

HAWAIIUSA FEDERAL CREDIT UNION ONLINE BANKING AGREEMENT

In this Online Banking Agreement (the "Agreement"), the words "HawaiiUSA," "we," "us" or "our" refer to HawaiiUSA Federal Credit Union. The words "you" or "your" refer to any user of the HawaiiUSA online banking service. By enrolling in or using our online banking service (the "Service"), you agree to all of the terms and conditions contained in this Agreement as amended from time to time. Electronic funds transfers ("EFTs") are electronically initiated transfers of funds involving a deposit account at HawaiiUSA using the Service. Anyone using the Service agrees to the terms and conditions of this Agreement. You may enroll in the Service by clicking "Proceed" on your computer screen after reviewing this Agreement.

This Agreement is given by HawaiiUSA in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR Part 1005) to inform you of certain terms and conditions for use of the Service described in this Agreement.

In addition to this Agreement, in connection with your use of the Service, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the HawaiiUSA online banking website or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Service, you will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, "Additional Agreements"), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any share draft, share, or other deposit accounts, loan, line of credit and credit card accounts, and any other accounts that you may view, modify or otherwise access while using the Service; fee schedules; our electronic funds transfer agreement and disclosures; our online bill payment authorization and agreement; and your signature card. The Additional Agreements are available at <https://www.hawaiiusafcu.com>

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to the Service, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

1. Eligibility. The primary accountholder or any joint accountholder may enroll in the Service. A parent or legal guardian who is a joint accountholder with a minor may enroll in the Service. Minors are not permitted to enroll in the Service. Any person enrolling in the Service warrants and represents that he or she is an accountholder and is authorized to enroll.

2. Online Banking Service and Minimum System Requirements. The Service is our electronic banking service that allows access to your accounts without assistance from our staff by using our Internet website (www.hawaiiusafcu.com) and your User ID and Password and correct answers to security questions that have been pre-selected by you. The Service is generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software. To access the Service, retain your electronic information and conduct transactions through the Service, you must install and maintain the necessary hardware and software as described below:

- Internet capable device
- Internet browser with 128-bit encryption (such as Internet Explorer, Firefox, Safari, Chrome)
- Adobe Acrobat Reader

To view a complete listing of our supported browsers, please [click here](#).

YOU UNDERSTAND THAT HAWAIIUSA DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

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

- Transfer funds between your HawaiiUSA share draft, share, and loan accounts.
- Transfer funds to other accounts within HawaiiUSA.
- Obtain account information related to your share draft, share, or loan account regarding current balance, history, interest, rates, payroll, and automatic deductions.
- Make loan payments by transferring funds from your HawaiiUSA share draft or share account.
- Make payments to merchants (payees) using bill payment.
- Download account history to compatible financial management programs or spreadsheets.
- Enroll in and access eStatements and eTax.

- Set up and manage eAlerts to receive alerts when certain events occur.
- Enroll in Notify Me service to receive successful login notification including aggregator login.
- Initiate credit card payments from your accounts at other financial institutions to your credit card account with HawaiiUSA.
- Change your online banking password.
- Apply for loans.
- Place a stop payment on checks issued by you.
- View IRA balance information and contribution amounts.
- Send and receive secure messages from HawaiiUSA.
- Print a Debit card lost or stolen dispute form.
- Opt-in or opt-out for overdraft protection.
- Change address or other contact information.
- Open secondary accounts.

3. Account Access.

You may not use the Service for any illegal activity or transaction. You understand that you may not utilize the Service for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

4. Service Limitations.

Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, during any month, you may not make more than six (6) withdrawals or transfers to another HawaiiUSA account of yours or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions.

If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee, as stated in the Schedule of Fees and Charges, may be imposed on the excess transfer requests, and HawaiiUSA may reclassify or close the account.

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

- a. E-Mail and Stop Payment Requests. We may not immediately receive e-mail communications that you send and we will not take action based on e-mail requests until we actually receive your message and have had a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Deposit Account Contract. Contact us immediately regarding an unauthorized transaction or stop payment request.
- b. Restriction Regarding Debit Card Transactions: Funds transferred into your share draft account via the Service may not be immediately available for use through your Debit Card.
- c. Restriction Regarding Transfers to Loan Accounts: If you designate recurring payments to pay a HawaiiUSA loan via the Service, the system will automatically designate the Transfer Date as the date that the loan payment is due, and the system will automatically designate the transfer amount to be the amount due. If that is not your intent, please contact HawaiiUSA at the phone number or address listed in Section 18 below, or visit a branch and speak with one of our member service representatives.

5. Conducting Transfers. Transfers may be processed as a one-time transfer or part of a series of recurring transfers as follows:

- **One-Time Transfers** – If you designate a transfer as an “immediate” one time transfer, your transfer will be processed during your online banking session, provided that you have sufficient available funds in your Payment Account (see section 7 below). If you do not have sufficient funds for an “immediate” transfer, your transfer will be rejected during your online banking session, and nothing further will happen. If you have selected a Transfer Date in the future that is not a business day, we will process your transfer instruction on the next business day. You may specify a Transfer Date up to ten years in advance.
- **Recurring Transfers** – If you designate a transfer as part of a series of recurring transfers, we will make the transfer for the same dollar amount on periodic Transfer Dates that you specify (e.g., weekly, biweekly, monthly, etc.), provided that you have sufficient available funds in your Payment Account when we process your request. You must designate an initial Transfer Date in the future and specify either the number of transfers to be made or that transfers are to be made indefinitely. If you have selected a Transfer Date that is not a business day, we will process your transfer instruction on the next business day. Any recurring transfer date that falls on a non-business day will be processed on the next business day.

6. Cut-Off Time and Available Funds. We process one-time and recurring transfers once per business day. You must have sufficient available funds in your Payment

Account on the business day on which the transfer is scheduled to occur for us to properly process your transfer instructions. Amounts subject to hold pursuant to our hold policy, amounts pledged as collateral, and other funds subject to restrictions on withdrawal are excluded from the available balance in an account.

- One-Time and Recurring Transfers to Share Accounts

- For one-time transfers to a HawaiiUSA share account, if sufficient funds are not available in your Payment Account on the designated Transfer Date to transfer the full amount designated, our system will automatically attempt to re-process the transfer for a one-time transfer of the full amount designated for the next three (3) business days.
- For recurring transfers to a HawaiiUSA share account, if sufficient funds are not available in your Payment Account on the designated Transfer Date to transfer the full amount designated, our system will automatically attempt to re-process the transfer for a one-time transfer of the full amount designated for the next fifteen (15) business days.

- One-Time and Recurring Transfers to Loan Accounts

- For one-time or recurring transfers to a HawaiiUSA loan account, if sufficient funds are not available in your Payment Account on the designated Transfer Date, our system will transfer the funds that are available, and will automatically attempt to re-process the transfer for the remaining amount indefinitely.

7. Security of Personal Identification Number. Your User ID and password are established for security purposes. You understand that you cannot use the Service without a User ID and password. YOU AGREE THAT USE OF THE USER ID AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your password acts as your signature. We may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. The User ID and password are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your User ID and password. You agree not to disclose or otherwise make your User ID and password available to anyone not authorized to sign on your accounts. You understand that if you disclose your User ID and password to anyone, you have given them access to your account(s) via the Service to review all of your account information and make account transactions and you are responsible for all such transactions. Therefore, we are entitled to act on all transaction instructions received using your User ID and password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your User ID and password in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your User ID and

password. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the revocation and the User ID and password have been changed.

If you voluntarily subscribe to a third-party account aggregation service where your selected HawaiiUSA deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your HawaiiUSA User ID and password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at HawaiiUSA.

To maintain the security and privacy of your account, we recommend that you periodically change your password. If you fail to maintain the security of your User ID and/or password and HawaiiUSA suffers a loss as a result, we may terminate your electronic fund transfer and account services immediately.

8. Member Liability. You are responsible for all transfers you authorize using the Service under this Agreement. If you authorize other persons to use your User ID and password, you are responsible for any transactions that such persons authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe your User ID or password have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) business days after you learn of the loss or theft of your User ID or password, you can lose no more than \$50 if someone accessed your account using your User ID or password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your User ID or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

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

9. Telephone Number And Address To Be Notified In Event Of An Unauthorized Transaction. If you believe your User ID or password(s) have been lost or stolen or that someone will or may use it to transfer money from your account without your permission, you must telephone HawaiiUSA at (808) 534-4300 or toll free at (800)

379-1300, or write to us at: HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 96817. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

10. Business Days. For purposes of this Agreement, our business days are Monday through Saturday. Holidays are not included.

11. Fees and Charges. All charges associated with your use of the Service are set forth on the Schedule of Fees and Charges which may be accessed by [clicking here](#). We reserve the right to impose service charges at a future date after we give you notice of such changes as required by law. Any fees charged will be deducted from your account. If you request an advance from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

12. Right to Receive Documentation.

- a. Periodic Statements. All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter, however, you will receive a monthly statement for any month in which you have an EFT transaction., 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 alleged unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.
- b. Pre-authorized Credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company and you do not receive a receipt (such as a pay stub), you can use Telephone Banking, the Service, or you can call us at 808-534-4300 to find out whether or not the deposit has been made.

13. 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 transfers you make in the following circumstances:

- As necessary to complete transfers;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- To comply with a government agency or court orders; or
- If you give us your written permission.

HawaiiUSA's Privacy Policy may be accessed by clicking on this [link](#).

14. HawaiiUSA Liability for Failure to Make or Complete Electronic Fund Transactions.

If we do not complete a 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 loss or damage. 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 to make the transfer, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
If you provide an incomplete or incorrect User ID or password, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by HawaiiUSA to authenticate your identity, or because your User ID or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or HawaiiUSA instructions for making transfers.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent the transfer, despite reasonable precautions that we have taken.
- If your computer fails or malfunctions or if HawaiiUSA's online access system was not properly working and you knew about this breakdown when you started the transaction.
- The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment.
- 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).
- 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 through the Service (and if you make such error, HawaiiUSA is not responsible for bounced checks, forfeited dividends, and other consequences which may result).
- The payee mishandles or delays a payment sent by the Online Bill Pay Service.
- Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- You have not provided our Online Bill Pay service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

We may establish other exceptions in addition to those listed above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if HawaiiUSA causes an incorrect amount of funds to be removed from your account, or causes funds from your account to be directed to a person or entity which does not comply with your bill payment instructions, HawaiiUSA 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 SHALL WE OR THE SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, OR THE SERVICE.

15. Termination of EFT Services. You may, by written request, terminate the Service provided for in this Agreement. 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 reserve the right to terminate this Agreement and your access to the Service, in whole or in part, at any time and for any reason. In addition, the Service may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing. After suspension, the Service may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits. If you ask us to terminate your account, you will remain liable for subsequent transactions performed on your account. Termination of the Service does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

If you do not access the Service and there has been no activity on any of your accounts through the Service (such as an automatic bill payment) for any consecutive ninety (90) day period, and there is no such activity pending as of the end of such ninety (90) day period, we reserve the right to terminate your access to the Service. If any of your share draft, share or other deposit accounts are closed due to insufficient funds or any other reason, such account will no longer appear in your online banking profile. If any other account is closed for any reason, such account may no longer appear in your online banking profile.

Upon termination of this Agreement or the Service, HawaiiUSA will endeavor to cancel any applicable account transactions you have previously authorized, provided that HawaiiUSA makes no guarantee that it will be able to do so. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that HawaiiUSA is not able to cancel or that have already been processed before the requested termination date will be completed.

16. Disclosure Of Delayed Funds Availability. If we have placed a hold for uncollected funds on an item you deposited, there could be a delay in your ability to withdraw or transfer such funds using the Service. For further details, you will refer to our Funds Availability Policy.

17. Verification. All transactions affected by use of the Service contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your User ID and password(s) or as otherwise authorized under this Agreement.

18. Preauthorized Electronic Fund Transfers.

- a. **Stop Payment Rights.** If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify us orally or in writing at any time at least three (3) business days or more before the scheduled date of a preauthorized transfer. If you cancel a transfer instruction for a future recurring payment, your request must specify whether the cancellation applies to only one particular transfer, or to all future transfers in the series with respect to that instruction. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
 - You may place a stop payment request for a single transfer and future recurring transfers by accessing the Service and following the instructions for stop payments. If you cancel an instruction for future recurring payments through the Service, the cancellation will be effective for all future transfers in the series with respect to that instruction.
- b. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- c. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

19. Change in Terms. We reserve the right to change the terms and conditions upon which the Service is offered and may amend, modify, add to, or delete from this Agreement from time to time. We will mail notice to you at least twenty-one (21) days before the effective date of any change, or as otherwise required by law. Further, HawaiiUSA may, from time to time, revise or update the programs, the Service, and/or related material(s) rendering such prior versions obsolete. Consequently, HawaiiUSA reserves the right to terminate this Agreement as to all such prior versions of the programs, the Service, and/or related material(s) and limit access to HawaiiUSA's more recent versions and updates.

20. Error Resolution Notice.

In case of errors or questions about your electronic fund transfers, telephone us at

808-534-4300 or toll-free 1-800-379-1300 or send us a written notice at HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 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 sixty (60) days after we sent the FIRST statement on which the problem or error appears. In your notice you must:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 ten (10) business days.

We will tell you the results of our investigation within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for MasterCard debit card transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

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

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents used in our investigation.

21. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING THE SERVICE ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION

DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. Secure Messaging Through Online Banking and Email Communications. You may communicate with us via secure messaging by logging on to Online Banking and clicking on the Messages. Only certain transactions may be performed on your accounts via secure messaging. For example, while you may inquire about a transaction via secure messaging, you cannot report an unauthorized transaction via secure messaging. You must report unauthorized transactions by phone, in person or by mail. You agree that HawaiiUSA may take a reasonable amount of time to act on any electronic message HawaiiUSA actually receives from you. We will only respond to electronic messages through the secure messaging service via Online Banking. Certain alerts and communications are sent via email to the email address we have on file. If you change your email address, you must notify us in writing, in person, by telephone or via Online Banking.

23. Disputes. In the event of a dispute regarding the Service, you and HawaiiUSA agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and HawaiiUSA, which supersedes any proposal or prior agreement, oral or written,

and any other communications between you and HawaiiUSA relating to the subject matter of this Agreement.

24. Governing Law; Jurisdiction; Venue. You acknowledge and agree that this Agreement was entered into in the State of Hawaii, and shall be governed by and construed in accordance with the laws of the State of Hawaii (without regarding to conflict of law provisions). Any action with respect to this Agreement, the Service or any transaction may be filed in or transferred to federal or state courts located in Honolulu, Hawaii. You agree to submit to the personal jurisdiction of the courts of the State of Hawaii.

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

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

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

26. Relationship to Other Disclosures. The information in this Agreement applies only to the Service described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

27. Recording of Phone Calls and Email. You authorize us and our agents to record or copy any phone call made to or email sent to you concerning the Service.

28. No Waiver. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

29. 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 our Online Banking Service, 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 to your mailing or email address. You must notify us in person or by sending a written and signed notice for any change of mailing address to HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, Hawaii 96817. You may notify us via our Online Banking Service for email address change.

30. 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, any of our electronic services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. HawaiiUSA has a security interest in your present and future shares and has the right to apply such shares 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.

31. 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.

32. Unlawful Internet Gambling Enforcement Act Of 2006 (UIGEA). In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or banking relationship with HawaiiUSA. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

33. Assignment. You may not assign this Agreement to any other party. HawaiiUSA may assign this Agreement at any time in its sole discretion. HawaiiUSA may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

34. Headings. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

35. Relationship To Other Disclosures. The information in this Agreement applies only to the Service described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT.