

HAWAIIUSA FEDERAL CREDIT UNION ONLINE SERVICES AGREEMENT

In this Online Services 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 services provided under this Agreement, including Online Banking, Bill Pay, Mobile Banking, and Mobile Deposit (collectively, the "Services"), 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 Services. Anyone using the Services agrees to the terms and conditions of this Agreement. You may enroll in the Services by clicking "Proceed" on your computer screen after reviewing this Agreement.

This Agreement is given by HawaiiUSA in compliance with applicable laws and regulations to inform you of certain terms and conditions for use of the Services described in this Agreement. If you are a consumer user of the Services, we have also included terms and conditions in this Agreement that state your rights and our responsibilities under the federal Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR Part 1005); however, if you are a business user of the Services, your use of the Services is not subject to the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR Part 1005). In this Agreement, we have specifically disclosed which provisions apply to consumer Accounts and others which are applicable to business Accounts; if not so specifically designated, the provision is applicable to both consumer and business Accounts.

In addition to this Agreement, in connection with your use of the Services, 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 Services, 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 Services; 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 Services, 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.

DEFINITIONS

In this Agreement, the following words have the following meanings:

- "Access Codes" means the credentials (such as codes, User IDs, passwords, tokens, personal identification numbers (PINs), company ID and Administrative User and Sub-User IDs, etc.) that are associated with you and used by us to verify the authenticity of Communications from you. Access Codes are used to access Accounts and to use the Services. The Access Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- "Account" means any deposit accounts and any credit accounts that are enrolled in the Services.

- “Administrative User” means, with respect to a business account, a person who is able to provide Access Codes, and to establish access and use authority and/or limitations for Sub-Users.
- “Authorized Representative” means, with respect to a business account, a person with authority of any kind with respect to an Account, including any Administrative User or Sub-User.
- “Communication(s)” means instructions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- “Sub-User” means, with respect to a business account, a person other than the Administrative User who uses Access Codes to access a Service. The Administrative User (and not the Credit Union) controls the designation of Sub-Users and the access or other limitations (if any) placed on a Sub-User’s use of the Services.
- “Supporting Documents” means any supporting materials made available by us and includes any schedules, exhibits, user guides, user manuals, set-up or enrollment forms and other user materials, including online terms and information available via the Services.

GENERAL TERMS AND CONDITIONS (applicable to all accounts, except as specified)

1. Eligibility.

- Consumer Accounts Eligibility.** The primary accountholder or any joint accountholder may enroll in the Services. A parent or legal guardian who is a joint accountholder with a minor may enroll in the Services. Minors are not permitted to enroll in the Services. Any person enrolling in the Services warrants and represents that he or she is an accountholder and is authorized to enroll.
- Business Accounts Eligibility.** Any use of the Accounts and Services must be strictly for commercial/business purposes, not for consumer, personal, family, or household purposes. To use the Services, you must have at least one Credit Union Business Account. Our records will be conclusive as to the Services we approve for you to use from time to time and the dates on which we approve your use of those Services.

Through the Service, you may have access to any of your Accounts associated with your business member number. We reserve the right to deny access to an Account or to deny transactions under certain circumstances. If you wish to add a new Account to, or remove an existing Account from, Services access you must call at (808) 534.4300 on Oahu, or toll-free at (800) 379.1300. Eligible Accounts may include the following types: checking, money market, savings, and term share certificates. In some cases, we may allow loans and lines of credit to be linked, in which case you agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. You may not use the Services to transact on term share certificates.

You agree to perform a risk assessment of your Accounts at commencement of the Services and periodically thereafter, and to restrict Sub-User access to Accounts and to specific Services in accordance with your risk assessment.

2. Account Access; Availability. You may not use the Services for any illegal activity or transaction. You understand that you may not utilize the Services 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.

a. Availability of the Services. We will use reasonable efforts to make the Services available for your use twenty-four (24) hours a day, seven (7) days a week. We do not guarantee functionality of Services on all equipment, computers, or mobile devices, or on all communications networks, in all geographic regions,

or at all times. The Services may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Services may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish the Services in those instances, but we do not guarantee the Services will always be available for your use. We may elect to discontinue any Service at any time. If we choose to discontinue a Service, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of the Services, or your inability to access the Services, or to execute Service functions.

b. Equipment and Software to Access the Services. To receive electronic records and to access your Accounts through the Services, you must have: (1) a computer or other compatible device with appropriate updated operating system and other adequate software to utilize the Services, i.e., a browser that supports 128-bit SSL encryption such as [latest 2 versions] Mozilla Firefox®, Google Chrome®, Microsoft Edge®, Safari®, iOS, Android v5.0 and above or an equivalent; (2) one or more eligible Accounts.

You are responsible for maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. You are responsible for all charges incurred in connecting to the Services and for charges by any Internet providers you use to provide connection to the Internet. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity. You agree to implement and maintain administrative, technical and physical safeguards to protect against unauthorized access to or use of any Account information which you may access or store on your computer or other data storage systems.

3. Service Limitations.

a. Transfers. You may make funds transfers to your Accounts or other accounts you authorize as often as you like. However, Pursuant to Regulation D during any calendar month you may not make more than six (6) withdrawals or transfers from a HawaiiUSA Share Account 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.

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.

b. Email and Stop Payment Requests. We may not immediately receive email communications that you send and we will not take action based on email 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 Important Account Information For Our Members Disclosure. Contact us immediately regarding an unauthorized transaction or stop payment request.

c. Restriction Regarding Debit Card Transactions. Funds transferred into your share draft Account via the Services may not be immediately available for use through your Debit Card.

d. Restriction Regarding Transfers to Loan Accounts. If you designate recurring payments to pay a HawaiiUSA loan via the Services, 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.

4. Security Procedures.

a. Access Codes. Your Access Code(s) are established for security purposes. You understand that you cannot use the Services without an Access Code. YOU AGREE THAT USE OF THE ACCESS CODE CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your Access Code 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 Access Code(s) are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your Accounts. You understand that if you disclose your Access Code to anyone, you have given them access to your Account(s) via the Services 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 Communications received using your Access Code, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your Access Code in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your Access Code. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the revocation and the Access Code(s) 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 Access Code(s) 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. For safety and protection of your account(s) and information, not all third-party aggregation services are allowed at this time.

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 Access Code, we may terminate your electronic fund transfer and Account services immediately.

b. Security Procedures for Business Accounts.

You agree that the security procedures described herein are commercially reasonable. You acknowledge that we reserve the right to change our security procedures from time to time. You are solely responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions of requests. You warrant that no individual will be allowed to initiate requests in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures. If you believe or suspect that any such information or instructions are known or have been accessed by unauthorized persons, you shall notify us immediately.

You will be responsible for any liability, loss, or damage resulting from our actions in accordance with Communications or instructions to us from any Authorized Representative. You shall promptly notify us of any suspected compromise of security involving the assigned Access Codes. The Credit Union is authorized to rely on your Access Codes to identify you when you use the Services and as signature authorization for any transactions performed.

For security purposes, it is recommended that you memorize your Access Codes and do not write them down. Administrative Users and Sub-Users must carefully select Access Codes that comply to the system Service requirements and keep them safe. You are responsible for controlling and keeping your Access Codes confidential. It is recommended that you change the Access Codes assigned to any Sub-Users on a regular basis, but no less frequently than ninety (90) days. You agree to deactivate any Sub-User who has had access to the Services and is no longer employed or authorized by you to use the Services. If you believe that your Access Codes may have been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, immediately notify the Credit Union. You further agree never to leave your computer or other device unattended while logged on to the Services, and always log off when you are finished.

5. Member Liability. You are responsible for all EFTs you or your Authorized Representative authorize using the Services under this Agreement. If you authorize other persons to use your Access Code, 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 Access Code(s) have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using any of your personal account information. Telephoning or in branch notification 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).

a. Your Liability for Consumer Account EFTs. For consumer Accounts, your liability for EFTs is addressed in this provision.

If you tell us within two (2) business days after you learn of the loss or theft of your Access Code, you can lose no more than \$50 if someone accessed your Account using your Access Code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Code, 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, Access Code 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.

b. Your Liability for Business Account EFTs. For business Accounts, your liability for EFTs is addressed in this provision.

You agree to examine any confirmations or monthly periodic statements promptly. You will notify us immediately, and in no event later than fifteen (15) days after you have received the confirmation or periodic statement, whichever is received earlier, of the existence of any errors, unauthorized transactions, or irregularities reflected on the confirmation or on the periodic statement. If you fail to notify us of any such discrepancy within fifteen (15) days of receipt of the confirmation or periodic statement containing such information, you agree that we will not be liable for any other losses resulting from your failure to give such notice or for any loss of interest with respect to a transaction that is or should have been shown. Except to the extent expressly limited by applicable law, if you fail to notify us of any such discrepancy within one (1) year of receipt of such confirmation or periodic statement, you will be precluded from asserting the discrepancy against us. For purposes of this section, you will be deemed to have "received" a confirmation or periodic statement at the earlier of the time that: (1) we first make it available to you for pick-up; or (2) the periodic statement or the information is mailed or otherwise made available to you electronically.

6. Telephone Number And Address To Be Notified In Event Of An Unauthorized Transaction. If you believe your Access Code(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.

7. Business Days. Except as otherwise stated, for purposes of this Agreement, our business days are Monday through Saturday. Holidays are not included.

8. Fees and Charges. All charges associated with your use of the Services are set forth on the Schedule of Fees and Charges which may be accessed at www.hawaii-usafcu.com. 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.

9. 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, Online Banking, Mobile Banking, or you can call us at (808) 534.4300 or toll-free at (800) 379.1300 to find out whether or not the deposit has been made.

10. 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 at www.hawaii-usafcu.com.

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

a. Our Liability for Consumer Account EFTs. 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 Access Code, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by HawaiiUSA to authenticate your identity, or because your Access Code 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 Services (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 Applicable Law, court order, or would be considered illegal activity.
- You have not provided our 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.

b. Our Liability for Business Account EFTs. Except to the extent otherwise restricted by applicable law, we are responsible only for performing Services as expressly stated in this Agreement, and will be liable only for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Services-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Services fees have been established in contemplation of: (1) these limitations on our liability, (2) your agreement to review periodic statements, confirmations, and notices promptly and to timely notify us of any discrepancies or problems; and (3) your agreement to assist us in any loss recovery effort.

In addition to our right to reject transactions as provided elsewhere in this Agreement and our other agreements with you, we will not be obligated to honor, in whole or in part, any transaction or instruction or Communication which:

- Is not in accordance with any term or condition applicable to the relevant Services or Account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

c. LIMITATION OF LIABILITY APPLICABLE TO ALL ACCOUNTS. IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, ECONOMIC, PUNITIVE OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, OR THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE,

OR THE SERVICES, IRRESPECTIVE OF WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Termination of EFT Services. You may, by written request, terminate any of the Services provided for in this Agreement, provided your written notice to us is clear as to which of the Services you are terminating. Termination by any one Account owner or Authorized Representative 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 Services, in whole or in part, at any time and for any reason. In addition, the Services may be suspended, without advance notice, if there are insufficient available funds in any one of your Accounts or if any of your Accounts are not in good standing. After suspension, the Services 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 Services 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 Services and there has been no activity on any of your Accounts through the Services for any consecutive 180 day period, and there is no such activity pending as of the end of such 180 day period, we reserve the right to terminate your access to the Services. 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 or mobile banking profile. If any other Account is closed for any reason, such Account may no longer appear in your online banking or mobile banking profile.

Upon termination of this Agreement or any Service(s), HawaiiUSA will endeavor to cancel any applicable Account transactions you have previously authorized in relation to the canceled Service(s), 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.

13. 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 Services. For further details, you will refer to our Funds Availability Policy.

14. Verification. All transactions affected by use of the Services 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 Access Code(s) or as otherwise authorized under this Agreement.

15. 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 Services and following the instructions for stop payments. If you cancel an instruction for future recurring payments through the Services, 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.

16. Change in Terms. We reserve the right to change the terms and conditions upon which the Services is offered and may amend, modify, add to, or delete from this Agreement from time to time. If required by Applicable Law, we will provide notice of material changes by posting an updated version of this Agreement and your continued use of the Services will constitute acceptance of such changes. Further, HawaiiUSA may, from time to time, revise or update the programs, the Services, 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 Services, and/or related material(s) and limit access to HawaiiUSA's more recent versions and updates.

17. Error Resolution Notice (applicable only to consumer accounts). In case of errors or questions about your electronic fund transfers, telephone us at (808) 534.4300 or toll-free at (800) 379.1300 or send us a secured message through our online banking or mobile banking Message Center, or 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 full 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.

18. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING THE SERVICES ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES 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 WIRELESS 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 SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE SERVICES 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 SERVICES, 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 SERVICES, 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.

19. Secure Messaging Through Online Banking and Mobile Banking Message Center. You may communicate with us via secure messaging by logging on to Online Banking or Mobile Banking and clicking on the Message Center icon. 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 or Mobile Banking. Certain notifications and communications are sent via email to the email address we have on file. If you need to update or change your email address, you may complete this via Online Banking or Mobile Banking.

20. 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 Services 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.

21. 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 your use of the Services or 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 Applicable Law or rights of a third party; or
- The provision of the Services or use of the Services 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 Services by you or a joint Account owner or other authorized person.

22. Relationship to Other Disclosures. The information in this Agreement applies only to the Services 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.

23. 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 Services.

24. 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.

25. Notice And Communications. Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we email, 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 and Mobile 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.

26. 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.

27. 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.

28. 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.

29. Your Representations and Warranties. When you use our Services, you make the following representations and warranties to us:

- All information you provide to us in connection with your use of the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Services. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.
- You are an authorized user of the computer or Wireless Device you will use to access the Services.
- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through the Services. You also will not reverse engineer or reverse compile any technology, including, but not limited to, any software or other mobile phone applications associated with our Services.
- You will not use the Services or the content or information delivered through the Services in any way that would: (1) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (2) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (3) violate any

Applicable Law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (4) be false, misleading or inaccurate; (5) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (6) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (7) potentially be perceived as illegal, offensive or objectionable; (8) interfere with or disrupt computer networks connected to the Services; (9) interfere with or disrupt the use of the Services by any other user; or (10) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

30. Compliance with Laws. You agree to comply with all state and federal laws, rules and regulations applicable to you and to your use of the Services, including the operating rules of all systems used to provide Services to you (collectively, "Applicable Law"). You agree not to use the Services for any illegal purpose, including but not limited to illegal Internet gambling, or a marijuana related business. If we open an Account which involves one of these prohibited uses in error due to reliance on information or documentation provided to us or if the Account activities change to one of these uses, we reserve the right to terminate or limit your access to the Services or close your Accounts.

Additionally, each Account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using the Services;
- The terms of our Account agreements with you;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for ACH transactions;
- Applicable state and federal laws, rules and regulations, including the Uniform Commercial Code, as adopted by the State of Hawaii; and
- The rules of other funds transfer systems when used in connection with a Service.

a. Business Account Compliance with Applicable Laws. If you use the Services for Business Accounts or purposes, you will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Applicable Law, including any changes to them. In such case, we are not obligated to provide information, updates or notice of or regarding Applicable Law, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates or notices of or regarding Applicable Law, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

31. Email and Facsimile Communications. You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any email or other electronic communication, which we in good faith believe you have submitted to us. You should not include confidential information, such as account numbers, social security numbers, taxpayer identification numbers, balances, etc., in your email. We will not immediately receive email that you send. As a result, you agree not to rely on email if you need to communicate with us immediately (for example, to report lost or stolen Access Codes, or to report an unauthorized transaction from one of your Accounts). We will not take actions based on your email requests until we actually receive your message and we have had a reasonable opportunity to act. You cannot use email to initiate transactions on your Accounts. For business accounts, the Administrative User may change the email address for statements or other information from us at any time.

We will have no obligation, liability or responsibility to you or any other person if we do not act upon or follow any instruction to us if a Communication cannot be authenticated to our satisfaction. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through email communications.

Email messages sent by us to you will be deemed received by you when sent by us to you at your email address as shown on our records. You agree to notify us (using the Services or otherwise in a form

acceptable to us) whenever your email address changes. You agree that information or messages made available to you via the Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Services from time to time, in no event less than monthly, to access this information or the messages. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any email shall nevertheless be deemed to have been provided to you if the email was sent to the email or other contact we have on file for you.

32. Our Intellectual Property. You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer (i) any portion or element of the Services or the Intellectual Property; (ii) use of our website, Services or Intellectual Property, or (iii) access to our website Services or Intellectual Property. Further, you may not (1) create derivative works of any portion or element of our website, Services or Intellectual Property; (2) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (3) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (4) modify or erase any copyright or trademark notice we place at our website; (5) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (6) access the Services by any means other than via our website; (7) frame our website or any Intellectual Property; or (8) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property.

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 Services 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.

36. Viewing Your Accounts and Loans Through the Services.

a. Viewing Consumer Accounts and Loans. For consumer accounts, if you own Accounts or have loans with us jointly, you may view [and transact on] all Accounts and loans opened with your joint account holder, as well as all Accounts and loans owned by the primary account holder either by herself/himself or with another, unless blocked by the other owner.

b. Viewing Business Accounts and Loans. For business accounts, you [and your Administrative Sub-user] may view [and transact on] all business Accounts and loans, as well as any consumer Accounts and loans belonging to the business's owner(s).

37. Fraud Detection. We may monitor activities on your Account and use of the Services, to help detect fraudulent activity, and may block transactions we deem, at our sole discretion, to be suspicious or unlawful, or even suspend the Services in such event. However, we are not responsible for preventing fraud on your Accounts or in relation to the Services, and disclaim liability related to any such services.

38. Wearables. As an option, we may allow you access to Mobile Banking through wearable technology offered by your third party service provider, such as your Apple Watch® or Samsung Galaxy Watch®. Any such wearable technology used to access our Services under this Agreement will be

considered a “Wireless Device”, just like your mobile phone or tablet. You must protect any such wearable technology, just as you must any other devices used to access our Services, and to the extent that you allow any other person to access your wearable technology, you are deemed to authorize such person to access your Accounts and to initiate transactions through the Services, and you assume full responsibility for such use and access to your Account and the Services.

39. Biometric Login. As an option, you may enable use of biometric information, including your fingerprint or face, using technology such as Touch ID® or Face ID® or Fingerprint login to log into the Services using your Wireless Device, instead of an Access Code. You must enable such features through your Wireless Device, as well as agreeing to their terms and conditions. You understand and agree that anyone with saved biometric information on your Wireless Device will have authority to access your Accounts and will be authorized to initiate transactions through the Services, and you assume full responsibility for such use and access to your Account and the Services.

39. Electronic Delivery of Statements and Notices. By consenting to our “Agreement to Receive Disclosures Electronically” (“ESIGN Disclosure”), you expressly agree to the Credit Union providing you with electronic copies, rather than paper copies, of the electronic statements (“eStatements”), tax-related forms (“eTax Forms”), change in terms notices, end user agreements, and any other notices relating to your Accounts and/or the Services of the types specified in the ESIGN Disclosure.

ADDITIONAL GENERAL TERMS AND CONDITIONS (applicable only to business accounts)

1. Authorized Representatives. You are responsible for and bound by any Communication we receive in your name through a Services if the Communication: (1) comes from an Authorized Representative; or (2) is authenticated using the security procedures described herein, even if not authorized by you. Your “Authorized Representative” includes each person who is (1) authorized by you to conduct business with us, including as part of your Account management resolution(s); or (2) a principal officer of yours (such as your CEO if you are a corporation, or a partner in a partnership, or a manager in an LLC); or (3) otherwise authorized (or deemed authorized) to act on your behalf, whether under this Agreement or any other agreement with us, by the laws of agency, or under any other state or federal law, rule or regulation.

2. Master User. You will be required to designate at least one initial Master User. You (through the Master User) then control the Services and access to them. The Master User will be able to and will be responsible for maintaining your Services settings and Sub-User security. Access to your Account(s) through the Services will be based upon authority established by the Master User, who you agree may specify usage levels (without filling out a new business resolution). You must notify us if you terminate or change the Master User.

We will act upon the instructions of the Master User with respect to changes to the Services. Changes that can be made include, but are not necessarily limited to:

- Adding or removing accounts
- Adding or removing Sub-Users
- Changing Access Code
- Termination of Services

The Services will allow the Master User to establish authority levels to help you manage additional Sub-Users and control use of various Services. The levels are used to specify who can access specific Accounts, what dollar amounts Sub-Users are authorized to handle and what functions a Sub-User can access when transacting on an Account using the Services.

The Master User is responsible for setting up your Sub-Users. The Master User is also responsible for assigning all persons with the Access Codes that are necessary to access Services and for establishing what, if any, limitations will apply (including what level of activity is appropriate for each Account). The Master User changes and maintains your Access Codes. The Master User(s) will have full access to your Accounts and to any future Accounts you may open.

We will not control or oversee the Master User or any activity or function of an Master User or other Sub-User. You agree to the designation of an Master User and to all action taken by the Master User. You agree to all action taken by any Sub-User and by any person given access to one or more Services by the Master User or by a Sub-User.

You further agree to assume all risks associated with providing Access Codes to your Master User, understanding that this can result in Sub-Users and possibly other persons obtaining access to your Account without control or monitoring by us. You must establish your own internal security procedures for employees you authorize to use the Services and to prevent unauthorized use by other employees or persons. We undertake no obligation to monitor transactions conducted using the Services to determine that they are made on behalf of the business member, and will treat each transaction using your Access Codes as authorized by you.

3. Reliance on Third Parties. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Services or may provide the Services through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

You expressly assume the risks associated with providing Services access rights to your agents or third party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third party vendor in connection with your access to the Services.

4. Harm to Computer Systems/Data. You agree that we will not be liable for viruses, malware, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

5. Force Majeure. Our obligations shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond our control.

6. Credit Review. We may, in our sole discretion, and you hereby authorize us to, perform credit reviews of you in accordance with our credit criteria. You shall, upon our request, provide us with any credit-related information and assistance as we may require to perform any such review. You agree to provide us with financial statements or other information regarding your financial condition upon our request.

7. Changes in Financial Circumstances. You understand and agree that you must inform us immediately in the event a material change in your financial circumstances. This includes, but is not limited to, notification of the following: (a) changes in transaction volumes at your business; (b) any change in a representation or statement made or furnished to us by you or on your behalf; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to us, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or

any financial information provided by any guarantor is false or misleading); (h) you or any guarantor dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or ten percent (10.00%) or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which we have a lien or security interest, including a garnishment of any of your Accounts with us; (j) a judgment or judgments is entered against you or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in your financial condition or applicable credit histories; and (m) you are in default under any agreement for borrowed money or any other material contract. You agree to provide us any financial records we reasonably request to determine your financial status during the term of this Agreement.

8. Inspection. Upon reasonable advance notice from us to you, we shall have the right to inspect your books and records and to make on-site visits to any and all your locations with regard to all information deemed by us to be necessary or pertinent to your use of the Services. Information subject to our right of inspection shall include all information maintained by you with respect to your customers, clients, vendors and processors (including audits) if, in our opinion, your relationship with such customers and clients is materially related to the transactions and Services conducted through us under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements are being followed with respect to those addressed under this Agreement.

9. No Litigation. There is no action, suit or proceeding pending or to your knowledge threatened which, if decided adversely, would impair your ability to carry on its business substantially as now conducted or which would adversely affect your financial condition or operations.

10. Information. All information provided by you to us is true and complete and properly reflects the business, financial condition and principal partners, owners, or officers of you/your business.

11. Change in Structure. You shall provide written notice to HawaiiUSA of any changes to the information provided by you to HawaiiUSA, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by us within five (5) business days of the change. Further, upon our request, you shall provide updated information within five (5) business days of such request. We retain the right to: (1) review your business activity from time to time to confirm that you are conducting business as stated by you; and (2) re-price or terminate the Services based on changes to the facts previously stated by you.

ONLINE BANKING SERVICE

1. Online Banking Service and Minimum System Requirements. The Online Banking Service ("Online Banking") 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 Access Code and correct answers to security questions that have been preselected by you. The Services are 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 Services, retain your electronic information and conduct transactions through the Services, you must install and maintain the necessary hardware and software as described below:

- Internet capable device
- Internet browser with 128-bit encryption (such as, Mozilla Firefox®, Google Chrome®, Microsoft Edge®, Safari®, iOS, Android v5.0 and above or an equivalent)
- Adobe Acrobat Reader

At the present time, you may use the Services 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 eDocs such as eStatements and eTax forms.
- Set up and manage notifications to receive alerts when certain events occur.
- Initiate credit card payments from your accounts at other financial institutions to your credit card account with HawaiiUSA.
- Change your online banking User ID and/or password.
- Apply for loans.
- Send and receive secure messages from HawaiiUSA.
- Change other contact information.

2. 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 Pay From Account. 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.
- 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 Pay From 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.

3. 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 Pay From 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

- o For one-time transfers to a HawaiiUSA share Account, if sufficient funds are not available in your Pay From 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.

- o For recurring transfers to a HawaiiUSA share Account, if sufficient funds are not available in your Pay From 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

- o For one-time or recurring transfers to a HawaiiUSA loan account, if sufficient funds are not available in your Pay From 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.

EXTERNAL ACH TRANSFER SERVICES (applicable to all accounts)

Our External ACH Services allow you to transfer funds from your Accounts to accounts at other financial institutions using an account number and routing number.

1. Use of the External ACH Services. You must be enrolled in Online Banking to use the External ACH Services. You authorize us to transfer funds between your accounts at HawaiiUSA and another financial institution in the amounts you specify, and if necessary, to make adjustments to any errors. You understand that we will not be held liable for any errors created by or as a result of your authorization to initiate this transaction; any errors created by or as a result of your authorization to initiate this transaction are your responsibility and liability. Once an outbound transfer is made to an account at another financial institution, we will have no further responsibility or liability for the deposit or withdrawal of such funds. You certify that all of the information you supply to us in connection with a transfer is true, correct and complete. You further certify that you are authorized to perform transactions initiated through the External ACH Services and, for inbound transfers, are the owner of the consumer accounts at the financial institutions you identify in connection with any transfer.

2. Business Days. For purposes of the External ACH Services, our business days are Monday through Friday. Saturdays, Sundays and federal holidays are not included.

3. Conducting Transfers. An inbound transfer moves funds into an account you own at HawaiiUSA from an account you own at another financial institution. An outbound transfer moves funds from an account you own at HawaiiUSA to an account you own at another financial institution.

You will need to provide certain identifying information about each non-HawaiiUSA account in order to register that account for the External ACH Service. For inbound transfers, you agree that you will only attempt to register non-HawaiiUSA personal accounts that you own. Delivery speeds for transfers made pursuant to the External ACH Services are up to 3-business days. Same business day transfers are not available for inbound transfers. If an outbound transfer is scheduled on a holiday or weekend, the transfer will occur on the next business day following the holiday or weekend.

We do not guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner. You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date scheduled. If the designated deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we elect to initiate the transfer, it may cause an overdraft in your account in which case you will be liable for the overdraft and any overdraft fees.

4. Verification Deposits. In order to register for the External ACH Service, we will make a small deposit and withdrawal to your account at your other financial institution. When you have verified that the transaction has taken place, enter the amount of that transaction by clicking on the Manage Accounts tab and clicking the Verify Checking link next to the account name. The verification transaction will take up to three (3) business days to appear on your account. Once the transaction has been processed you will have thirty (30) days to verify the amount.

You understand that we do not control the order of posting of this deposit and withdrawal and that you must therefore ensure that a minimum of \$1.00 is available for transfer from this account. You agree that we are not responsible for any overdraft, insufficient funds, or other fees that result solely as a result of your failure to make at least \$1.00 available for transfer.

BUSINESS EXTERNAL ACH SERVICES (applicable only to business accounts)

The External ACH Services allows you to initiate credit and/or debit entries ("Entries") by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National

Automated Clearing House Association ("NACHA Rules"). We are willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Accordingly, you may submit External ACH Entries to us in accordance with the terms and conditions of this Agreement. An Entry is considered executed when we execute it. You are responsible for all Entries to the fullest extent provided by law and as set forth in this Agreement. Except as provided herein, capitalized terms in this section shall have the meaning set forth in the NACHA Rules.

1. The NACHA Rules. A copy of the NACHA Rules can be purchased from NACHA at www.NACHA.org/rules. You agree to obtain a copy, to understand and be familiar with the NACHA Rules, and to be responsible for keeping up to date with changes in the NACHA Rules. You agree that information or advice you receive from us as to the NACHA Rules or the operation of the NACHA Rules is not legal advice and is not a substitute for your independent obligation to understand and comply with the NACHA Rules.

2. Processing Entries. You shall transmit PPD (Prearranged Payments and Deposits) or CCD (Corporate Credit or Debit) credit or debit Entries to us in compliance with the formatting and other requirements set forth in the NACHA Rules and the Supporting Documents. The External ACH Services will start on a date agreeable to us after all set up requirements have been completed.

You will not submit individual or total daily or monthly Entries in excess of the maximum limits established by us. The parameters and variations of the limits shall be set at our discretion, including but not limited to limits based on dollar amounts and/or Standard Entry Class Code types. You will not divide a transaction into more than one Entry in order to avoid these limitations. We may adjust these limitations from time to time, at our discretion. Our processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision. We may cease processing Entries in a greater amount at any time without prior notice.

You may not originate Entries using Standard Entry Class Codes other than CCD and PPD without prior notice to and written approval from us. We may require you to submit an application in form and content acceptable to us, and your execution of supplemental schedules, agreements and other documents as we may require, as a condition precedent to your use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements apply to your use of CTX, ARC, RCK, BOC, POP, WEB, IAT or TEL Standard Entry Class Codes, or if you are engaging in cross-border (International) transactions and your ability to process such entries will also be subject to a separate agreement or addendum with us. We may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for On-Us Entries, we shall: (1) process Entries received from you to conform with the file specifications set forth in the NACHA Rules, (2) transmit such Entries as an ODFI to an ACH Operator selected by us in our sole discretion ("ACH Operator"), and (3) settle for such Entries as provided in the NACHA Rules. We shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, one Business Day prior to the Effective Entry Date shown in such Entries, provided: (a) such Entries are received by our related cutoff time on a Business Day, (b) the Effective Entry Date is at least one Business Day after such Business Day, and (c) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by us when the transmission and compliance with any related security procedure is completed. If any of the requirements of this paragraph are not met, we may use reasonable efforts to transmit such Entries to the ACH Operator by the next deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.

3. On-Us Entries. In the case of an Entry received for credit to an Account maintained with us (an "On-Us Entry"), we shall credit the receiver's Account in the amount of such Entry on the effective entry date contained in such Entry, provided the requirements set forth in this Agreement are met.

4. Rejection of Entries. We may reject any Entry for any reason. We will notify you of the rejection (either electronically, in writing, by telephone, or as otherwise agreed to by you and us), no later than the Business Day after the effective entry date. We will not be liable to you for the rejection of any Entry, for your non-receipt of a notice given to you, or for the failure to give notice of rejection at an earlier time than

that provided for herein. We will not be required to pay you interest on a rejected Entry for the period from rejection of the Entry to your receipt of the notice of rejection.

5. Notice of Returned Entries. We will notify you by phone or electronic transmission, including email, of the receipt of a returned Entry from the ACH Operator no later than one Business Day after the Business Day of receipt. Except for an Entry retransmitted by you in accordance with the requirements of this Agreement, we shall have no obligation to retransmit a returned Entry to the ACH Operator if we have complied with the terms of this Agreement with respect to the original Entry.

6. Prenotifications. If you choose to originate non-dollar prenotification Entries to verify the accuracy of routing and Account numbers, you agree not to initiate live dollar Entries until at least three (3) Business Days following the settlement date of the prenotification Entry. Prenotifications must be provided to us in the format provided in the NACHA Rules. If you receive notice that a prenotification has been rejected or returned, you agree to research the problem and make any necessary corrections before transmitting another Entry.

7. Notifications of Change. We will notify you of all Notifications of Changes ("NOC") received by us relating to Entries transmitted by you by mutually agreeable means, including email, no later than one Business Day after the Business Day of receipt. You must make the changes specified in an NOC or corrected NOC: (a) within six (6) Business Days of receipt or prior to initiating another Entry to the receiver's Account, whichever is later; or (b) as otherwise required in the NACHA Rules, if the NACHA Rules specify a different time for correction.

8. Prefunding; Payment. We may designate you as "ACH Prefunding," and we may change your designation to or from ACH Prefunding at any time, with or without cause and at our sole discretion. We will inform you of your designation as ACH Prefunding, and of any change in the designation. You will pay us, in immediately Available Funds, an amount equal to the sum of all credit Entries or debit reversals related to Entry data delivered to us at such time as we may from time to time designate or, if not otherwise designated: (1) if you are not designated ACH Prefunding, no later than one (1) Business Day prior to the effective entry date; and (2) if you are designated ACH Prefunding, no later than the date of transmittal of the related Entry data to us or at such other time as we may have established for you.

9. Your Representations and Warranties. In addition to the representations and warranties provided by you under this Agreement, with respect to each and every Entry initiated by you, you represent and warrant to us and agree that:

- You shall obtain all consents and authorizations required under the NACHA Rules and shall retain such consents and authorizations for two years after they expire and other documents related to Entries for a period of six (6) years. Without limiting the foregoing, each person as the receiver of an Entry received by us from you has authorized the initiation of such Entry, and the crediting or debiting of its Account in the amount and on the effective entry date shown on such Entry. You will provide us with a copy of such authorization whenever requested to do so within five (5) Business Days. Such authorization is operative at the time of transmittal or crediting/debiting by us as provided herein;

- Entries transmitted to us by you are limited to those types of credit or debit Entries set forth in this Agreement;

- If the amount of a debit Entry to a receiver's Account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, you will, at least ten (10) days before the effective entry date of such debit Entry, send the receiver written notice of the amount of such debit Entry and its effective entry date, unless the receiver has previously been notified of receiver's right to receive such notice and receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;

- If any change is made by you in the scheduled effective entry date of one or more debit Entries, you will, at least seven (7) days before the effective entry date of the first such debit Entry to be affected by such change, send the receiver a written notice of the new effective entry date(s) of such Entry or Entries;

- You shall be bound by and comply with the NACHA Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution (“RDFI”) to the receiver as provisional until receipt by the RDFI of final settlement for such Entry;
- You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the receiver of the amount credited and you shall not be deemed to have paid the receiver the amount of the Entry;
- You will not use the ACH Services to collect: (1) payments for goods or services sold by third parties; (2) payments relating to adult entertainment, gambling services, or child pornography; (3) obligations owing to third parties; or (4) obligations related to cash advances by you;
- You hereby make the same representations and warranties to us with respect to Entries sent by us to an ACH Operator upon your authorization as we are deemed to make under the NACHA Rules, and we shall have no responsibility with respect to matters so represented and warranted by you; and
- You will not submit debit Entries that result from a sale of goods or services by a third party to the receiver.

You agree to indemnify us against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

10. Retention. In addition to any retention obligations of yours under this Agreement, you agree to retain and make readily available to us on request all information necessary to remake any files of Entries for ten (10) Business Days following the settlement date.

11. Audit. In addition to the audit commitments provided under this Agreement, if transactions you conduct involve some use of the Internet, then you agree to conduct an internal security audit (“security audit”) at least annually to ensure that the financial information obtained from receivers is protected by security practices and procedures that include, at a minimum, adequate levels of: (1) physical security to protect against theft, tampering, or damage; (2) personnel and access controls to protect against unauthorized access and use; (3) network security to ensure secure capture, storage, and distribution of financial information; and (4) any other items identified in the NACHA Rules. Upon our request, you agree to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. You agree to provide us with a copy of each internal and external audit report, as applicable, in a format acceptable to us within (30) days from the completion of the audit.

Without limiting the foregoing, you specifically agree to establish data security policies, procedures and systems as required by the NACHA Rules. This requires you to:

- Protect the confidentiality and integrity of Protected Information (defined below);
- Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
- Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures, and systems must include controls that comply with applicable regulatory guidance on access to all systems used by you to initiate, process and store Entries. The NACHA Rules define “Protected Information” as the nonpublic personal information, including financial information, of a natural person used to create or contained within an Entry and any related record.

BILL PAY SERVICES

HawaiiUSA members with eligible deposit Accounts may use the optional Bill Pay Service (“Bill Pay”) to make one-time or recurring payments to companies, merchants, or another individual. HawaiiUSA members who are eligible for this service may also be referred to as “Subscribers”.

1. Enrollment and Agreement. You must be enrolled in HawaiiUSA's Online Banking Service to use Bill Pay.

2. Pay From Account. You may designate different Pay From Accounts for different Bill Pay instructions. When you enroll in Bill Pay, you must designate a checking Account as your Bill Pay Account ("Pay From Account"). If you close your Pay From Account, your Bill Pay services will end and any unprocessed bill payments will not be made. In the event you change your HawaiiUSA checking Account number, you understand and agree that you must re-enroll in Bill Pay and re-establish scheduled bill payments.

3. Bill Pay Service. Bill Pay allows you to use your computer and Internet connection or mobile device to instruct us to make payments of specified amounts from your Pay From Account to payees that you designate. You may designate payments to be made on a one-time payment basis, or on a recurring basis, now or in the future.

4. Payees. Payments may be made to companies, merchants, or individuals. You must provide us with the full name and address of the payee. Payments may be made only to payees with a U.S. payment address (including U.S. territories and APO's / AEO's) and only in U.S. dollars. Occasionally a payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these payees to encourage them to accept an electronic or check payment from us. If we are unsuccessful, or if we determine that the payee cannot process payments in a timely manner, we may decline future payments to this payee. In the unlikely event that this occurs, we will promptly send you a notice. HawaiiUSA is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by HawaiiUSA, is currently 4:00 pm EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

5. Pay a Person – Payments can be processed by Subscribers to another person (non-member) through this selected option. Payees can be added by Subscribers and communicated via text or email to establish and validate this payment method. The account information passes behind the scenes and is not available to the Subscriber at any time. The payee has nine (9) days to enter their keyword and account information. If they fail to complete this, they are automatically deleted from the payee list and the Subscriber is notified by email.

Keyword: This is a word or phrase created by the Subscriber and shared with the payee. The payee is required to enter this as a security measure, and when entered correctly, the system will prompt them to enter in their bank information. If the wrong information is entered an error will appear. Recipients will be

locked out for entering the keyword incorrectly three (3) times. The Subscriber will have to re-establish an account for the payee.

Activation: Once the payee is established, they are activated for a scheduled payment.

Payments: Subscribers can schedule and enter an amount for payment. Payment limits are set for \$500.00 per item, \$2,000 per day.

Confirmation: Subscribers and recipients will be sent a confirmation when payments are successful or not.

6. Prohibited Payments. We reserve the right to restrict categories of payees to whom payments may be made using Bill Pay. You agree not to use Bill Pay to make any of the following types of "Prohibited Payments":

- To persons outside of the United States;
- To make tax payments or other payments to government entities;
- To make any court-ordered payments; to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list; or
- To make any unlawful payments.

Attempting to process any Prohibited Payment through Bill Pay is done entirely at your own risk and may be rejected by us. You agree to indemnify and hold us and our service providers harmless from any liability, claims or damages resulting from your scheduling of any Prohibited Payment through Bill Pay, and any payments that are rejected or processed in whole or in part by Bill Pay.

We have no obligation to research or resolve any claim in connection with any Prohibited Payment. All research and resolution for any misapplied, misposted, misdirected, partial or rejected Prohibited Payment will be your sole responsibility.

7. Bill Pay Processing. Bill Payments may be entered as a one-time payment up to two years in advance or as recurring payments. Payments that are entered after cut-off time or on a day that is not a Bill Pay processing day will be scheduled and processed on the next Bill Pay processing day. The cut-off time referenced in this Agreement reflects the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or other device. For this reason, we suggest that you transmit any instructions to us sufficiently in advance of such cut-off time(s) to eliminate the possibility of missing the cut-off. For purposes of the Bill Pay service, Bill Pay processing days are Monday through Friday; Bill Pay payments are not processed on Saturday or Sunday. Scheduled recurring payments that fall on a Saturday, Sunday, or a non-bank business day will be processed on the next Bill Pay processing day. You authorize us to make payments in the manner we select from the following methods:

- Electronic transmission: Most payments are made by electronic transmission; or
- Bill Pay - iPay check: This is a check drawn on our account vendor.

The scheduled payment date is the date you enter for the payment to be paid to the payee. (Electronic) The payment amount will be debited from your Pay From Account on the process date, placed in iPay's Solutions' settlement account, and sent electronically the following business day. (Check) The payment amount will be debited from your Pay From Account when the payee cashes the check.

While it is anticipated that most transactions will be delivered by the scheduled delivery date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your payee to your Pay From Account. For this reason delivery dates should be determined with ample time to reach by payees without regard to any grace period or courtesy period.

8. Transaction Limits. Bill payments are subject to the following limitations: (a) Bill payments can be made for any amount between \$1.00 and \$10,000, and \$30,000 per month. Pay an Individual can be made for any amounts between \$1.00 and \$2,000 per item, and \$2,000 per day. (b) All transfer limits are subject to temporary reductions to protect the security of member Accounts and/or the transfer system. (c) At our discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements.

9. Duplicate Payments. If you submit a duplicate bill payment request, we may only process the first instruction and reject the other instruction(s). If you would like to make two or more Bill Payments to the same Payee on the same scheduled delivery date, you must make the payments for different amounts. This applies to all types of payments, one-time and recurring.

10. Payment Authorization and Sufficient Available Funds. You authorize HawaiiUSA to debit the necessary funds from your designated Pay From Account in order to complete all of your designated bill payments. You agree that you will instruct us to debit your Pay From Account only when a sufficient balance is or will be available in your Pay From Account at the time of the withdrawal. The completion of a bill payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If there are insufficient available funds to complete the bill payment, we will refuse to complete the transaction. At our discretion, we may make a further attempt to issue the bill payment. HawaiiUSA is under no obligation to inform you if we do not complete a bill payment because there are insufficient available funds in your Pay From Account to process the transaction; in this case, you are responsible for making alternate arrangements or rescheduling the bill payment. Except as set forth in this Agreement, in no case will HawaiiUSA automatically resubmit a payment for you if funds subsequently become available. You authorize HawaiiUSA to initiate a reverse entry and to debit your Pay From Account in order to correct any erroneous transaction. You agree to cooperate with us in connection with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. If a bill payment instruction describes the beneficiary inconsistently by name and account number, the instruction may be processed on the basis of the account number, even if it identifies a person different from the named beneficiary.

11. Canceling Payments. You have a right to cancel or suspend bill payments. The easiest and most convenient way to cancel a bill payment is via our Online Banking or Mobile Banking Service. You may cancel a one-time payment and future recurring payments prior to our processing your payment instruction by accessing Bill Pay and following the instructions for cancellation. If you cancel an instruction for future recurring payments through Bill Pay, the cancellation will be effective for all future payments not yet processed. You also may cancel a one-time payment and future recurring payments any time prior to the cutoff time on the scheduled processing date.

a. Our Liability for Failure to Cancel Payments. If you order us to cancel a Bill Payment at least three (3) business days or more before the scheduled delivery date, and we do not do so, we may be liable for your losses or damages. See the General Terms and Conditions above.

Once we have processed a Bill Payment, you cannot stop payment if we sent payment to the payee electronically. If we sent payment to the payee by paper check, you may request that we stop payment on the paper check. We must receive your stop payment order at least three (3) bank business days or more before the payment is scheduled for processing. Your stop-payment order must precisely identify the payment that you wish to be stopped. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Your stop payment order will apply to the particular paper check only, and will not affect any remaining recurring payments in that series. We will charge you a Stop Payment Fee in accordance with our Fee Schedule.

12. Confirmation. All of your payments made through Bill Pay will appear on the periodic statement for your Pay From Account. You may also review your transaction history on Bill Pay via the Online and Mobile Banking Service. Contact us immediately if there is any discrepancy.

13. Termination. HawaiiUSA has the right to terminate this agreement at any time. You may terminate this agreement by written notice HawaiiUSA FCU. HawaiiUSA is not responsible for any fixed payment made before HawaiiUSA has a reasonable opportunity to act on your termination notice. You remain obligated

for any payments made by HawaiiUSA on your behalf. We may suspend or terminate your use of Bill Pay, in whole or in part for any reason, at any time without prior notice. For example, we may terminate your access to Bill Pay if your Pay From Account is closed for any reason, if there are insufficient available funds in your Pay From Account and you do not have Overdraft Protection, or if access to your Pay From Account is restricted for any reason. Termination will not affect your liability or obligations under this Agreement for payments or transfers we process on your behalf. Your termination of Bill Pay will not automatically cancel future Bill Pay one-time payments or recurring payments. Any payments that you wish to cancel must be cancelled manually. If HawaiiUSA terminates your use of Bill Pay, HawaiiUSA will cancel future Bill Pay one-time payments and recurring payments.

14. Contact Us. In the event of an unauthorized transfer involving your Pay From Account, or if you believe that your Bill Pay password has been lost or stolen, contact us immediately through our Message Center on Online or Mobile Banking or contact us at: (808) 534.4300 or toll-free (800) 379.1300 or write to us at: HawaiiUSA Federal Credit Union 1226 College Walk Honolulu, HI 96817-3995.

15. Communications with Payees. You are responsible for notifying your payee of any change in information, such as your name, address, phone number and email address. Additionally, it is your responsibility to maintain all identification codes, passwords and PINs for all electronic payee sites. We are not responsible for the receipt or accuracy of your bills. Any discrepancies or disputes regarding the accuracy of your bill summary or detail must be addressed by you with the Payee directly. Our Account agreements do not alter obligations that exist between you and your Payees.

16. Amendment. HawaiiUSA has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

MOBILE BANKING SERVICE

The Mobile Banking service ("Mobile Banking") is a personal financial information management service that allows you to view balances and recent Account activity, and conduct certain financial transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Wireless Device").

1. Use of Mobile Banking. HawaiiUSA Federal Credit Union Mobile Banking includes Short Message Service (SMS)/Text Banking, Wireless Application Protocol (WAP) Banking and Mobile Application Banking. All features and services available through Online Banking may not be available via Mobile Banking. To access the Mobile Banking service, your Wireless Device must be Internet-enabled and connected to the Internet through your mobile communications service provider. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

You agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers ("Unaffiliated Providers") including, but not limited to, your mobile service carrier or provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those Unaffiliated Provider agreements may provide for fees, limitations, and restrictions that will affect your use of Mobile Banking, e.g., your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking (including while downloading software, receiving or sending Mobile Banking text messages, or other use of your mobile device when using software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

2. Mobile Banking Software and Instructions. You accept responsibility that you understand how to use Mobile Banking before you actually use Mobile Banking, and then that you always use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility that you know how to properly use your Wireless Device and the Mobile Banking software ("Software"). You agree

that you will not install software onto your mobile device that you are not familiar with or have not read the terms and conditions for that software. You agree to download mobile security software updates when available. Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. We may change or upgrade Mobile Banking from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. You agree that your Wireless Device will be locked if it is left unattended. You agree to log off of Mobile Banking at the completion of your online session. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

3. Mobile Banking Software License. Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon: (1) your termination of Mobile Banking in accordance with this Agreement's provisions; (2) your deletion of the Software from your Wireless Device; or (3) our written notice to you of termination at any time which we may give with or without cause. If this License is revoked for any reason, you agree to promptly delete the Software from your Wireless Device.

The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not: (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software; (2) copy or reproduce all or any part of the technology or Software; or (3) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software.

4. Wireless Device Requirements. To use Mobile Banking, you must be registered to use Online Banking and have a valid User ID and Password, and you will need a compatible Wireless Device with a service plan that includes text messaging and data, compatible software, and access to the Internet with Secure Socket Layer (SSL) capability to access the Mobile Banking service. You are responsible for the installation, maintenance and operation of your Wireless Device and any software. We will not be responsible for any errors or failures involving any cellular service, Wi-Fi service, Internet service, software installation or malfunctions of your mobile device and related equipment. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.

5. Types of Available Transactions. You may use Mobile Banking to perform the following transactions:

- Make transfers between your Accounts.
- Make transfers to other member accounts at the Credit Union.
- Make Account inquiries.
- View Account histories.
- Transfers from your savings or checking Account to make Credit Union loan payments.
- Find ATM and Branch locations/mapping, including the use of GPS location.
- View Credit Union and mobile application FAQs.
- View general Credit Union information.

- Make payments or transfers to new payees or to create new payees.
- Mobile Banking cannot be used to:
- Initiate funds transfers to other financial institutions.

6. Suspension or Termination of Mobile Banking. You may terminate your participation in Mobile Banking at any time by filling out the Online Services Cancellation Form available on our website at www.hawaiiusafcu.com and returning it to a HawaiiUSA FCU branch. We reserve the right to suspend or terminate Mobile Banking at any time and for any reason without notice.

7. Ownership. You acknowledge and agree that a third party provider or licensor to the Credit Union is the owner of all right, title and interest in and to the downloaded Software used to access the Mobile Banking service from the Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist.

MOBILE DEPOSIT SERVICES

The Mobile Deposit Services (“Mobile Deposit” or “Mobile Deposit Services”) are designed to allow you to make deposits to your checking, savings, or money market savings Accounts from remote locations by electronically transmitting a digital image of your paper checks to us or our designated processor.

1. Use of the Mobile Deposit Services. Following your registration for the Mobile Deposit Services, you are authorized by us to remotely deposit paper checks you receive to your Account with us by electronically transmitting a digital image of the paper checks to us for deposit. Your use of the Mobile Deposit Services constitutes your acceptance of the Mobile Deposit Services terms and conditions.

Upon our receipt of the digital image, we will review the image for acceptability and will convert items meeting our requirements into substitute checks to facilitate the deposit and collection of such items. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image.

For purposes of this Agreement, a “substitute check” (as defined in Federal Reserve Board Regulation CC) is a check reproduction of an original check that:

- Contains an image of the front and back of the original check;
- Bears a MICR (Magnetic Ink Character Recognition) line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured.
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- Is suitable for automated processing in the same manner as the original check.

Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile deposit into your Account and, in the event we reject an item for mobile deposit, you understand and agree that you must physically deposit the original item (e.g., at one of our branches or ATMs). You understand and agree that even if we do not initially reject an item you deposit through the Mobile Deposit Services, we may return the substitute check we created because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your Account for items deposited using the Mobile Deposit Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

2. **Hardware and Software Requirements.** In order to use the Mobile Deposit Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by HawaiiUSA from time to time. You are solely responsible for electronically transmitting deposit items, accessing the Mobile Deposit Services from HawaiiUSA and for maintaining your equipment. You will be responsible for the payment of all telecommunications expenses associated with your use of the Mobile Deposit Services. HawaiiUSA will not be responsible for providing or servicing any equipment for you. Further, HawaiiUSA is not responsible for any third party software you may need to use the Mobile Deposit Services. Any such third party software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You agree it is your responsibility to safeguard any mobile device or equipment you employ to use the Mobile Deposit Services, and to use reasonable security procedures, including up-to-date software and web browsers, and anti-virus software. [Click here to view hardware and software requirements.](#)

3. **Member Eligibility.** You understand that you must be a Credit Union member in good standing to be eligible to register for the Mobile Deposit Services. Eligibility is at the sole discretion of the Credit Union. We may suspend or permanently revoke the Mobile Deposit Services at any time, in our sole and absolute discretion, based on eligibility criteria established by us.

4. **Check Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to us by the drawer. Prior to electronically transmitting a digital image of the original check, you will endorse the back of the original check. Your endorsement will include "For HawaiiUSA Mobile Deposit Only" and your signature or as otherwise instructed by us. You agree to follow any and all procedures and instructions for use of the Mobile Deposit Services as we may establish from time to time. The digital image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); (2) other information placed on the check prior to the time an image of the check is captured, including but not limited to any required identification written on the front of the check and any endorsements applied to the back of the check, the amount and payee stated on the check; and (3) your endorsement. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, including the requirements under federal Regulation CC, and any other regulatory agency, clearinghouse or association.

5. **Rejection of Deposit.** We reserve the right to reject any item transmitted through the Mobile Deposit Services, in our sole and absolute discretion, without incurring any liability to you. If we decide to reject any item transmitted through the Mobile Deposit Services, we will notify you via email. We are not liable for any Mobile Deposit Service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

6. **Items Returned Unpaid.** A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for mobile deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account, plus a Returned Deposited Item fee as stated in our Schedule of Fees and Charges.

7. **Unavailability of Mobile Deposit Services.** In the event that the Mobile Deposit Services are unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to us at 1226 College Walk, Honolulu, Hawaii 96817. It is your sole responsibility to verify that items deposited using the Mobile Deposit Services have been received and accepted for deposit by us. However, we will email notification of items that are rejected by the next business day following rejection.

8. **Business Days.** For purposes of Mobile Deposit Services, our business days are Monday through Friday. Saturdays, Sundays and federal holidays are not included.

9. Funds Availability. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use in accordance with the terms and conditions of our Funds Availability Policy previously provided to you, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you transmit a check image through the Mobile Deposit Services before 1:00 p.m. HST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you transmit a check image through the Mobile Deposit Services after 1:00 p.m. HST, or on a day we are not open, we will consider the deposit to have been made on the next business day we are open. You understand and agree that, for purposes of deposits made using the Mobile Deposit Services, the place of deposit is Honolulu, Hawaii. You understand that we may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final.

10. Accountholder's Warranties. You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Mobile Deposit Services:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check as of the time it is deposited through the Mobile Deposit Services, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) or image or copy thereof and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (whether the original item, an electronic check, electronic returned check, substitute check, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through the Mobile Deposit Services, there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- You have not knowingly failed to communicate any material information to us.
- Each check you submit for deposit has not been materially altered.
- You will retain possession of each original check deposited using the Mobile Deposit Services for the required sixty (60) day retention period and no party will submit the original check for payment.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- Each check you submit for deposit is drawn in United States dollars on a financial institution located in the United States, excluding its territories.
- You will not present the check more than once.

11. Check Retention and Destruction. You must securely store each original check. Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as "VOID" to ensure that it is not re-presented for payment. You agree to securely store each original check that you deposit using the Mobile Deposit Services for a period of sixty (60) days after transmission to us in order to verify settlement and credit or to balance periodic statements. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss

caused by your failure to secure the original checks. You agree never to re-present the check. During the retention period, you will promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

12. Securing Images on Mobile Devices. When using the Mobile Deposit Services, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

ADDITIONAL MOBILE DEPOSIT SERVICES TERMS AND CONDITIONS APPLICABLE TO BUSINESS ACCOUNTS

In addition to the above, the following terms and conditions apply to the use of the Mobile Deposit Services by a business member. In this section, the words "Member," "you," or "your" refer to the business.

1. Check Retention Standards. If you are using the Mobile Deposit Services to deposit items into an Account in the name of a Business to which you are a party, you understand this means the original check(s) must be accessible only by your authorized personnel. For the retention period described above in the Section entitled "Check Retention and Destruction," original checks shall be maintained in a secure fashion under procedures similar to which Member maintains other confidential or proprietary information. Member shall take appropriate security measures to ensure that only authorized personnel who are fully bonded and have passed a thorough screening shall have access to the original checks.

2. Liability for Expenses Arising from Deposits Received for Credit to a Business Account. Your use of the Mobile Deposit Services for the purpose of depositing items to a Business Account constitutes your understanding and agreement that you may be liable for any expenses we incur in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Member. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with HawaiiUSA enforcing this provision.

ACCOUNT NOTIFICATIONS

The Account Notification feature ("Notifications") is a convenience tool that permits you to request automated notification in specific situations, if you opt-in to using such tool. Notifications do not replace standard communications you receive from us concerning your Accounts.

1. Use of Notifications. If you elect to receive Notifications by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Notifications are not sent through a secure channel and may be intercepted or read by others. The types of Notifications available to you will be disclosed to you through the Services, but include the following:

- Automatic Deposit Alert
- Automatic Withdrawal Alert
- Balance Alert
- Balance Summary Alert
- Check Cleared Alert
- Debit Card Purchase Alert
- Insufficient Funds Alert

- Loan Payment Due Alert
- Regulated Savings Transfer Alert
- Transaction Alert
- Transaction Description Alert
- External Transfer Account Blocked Alert
- External Transfer Canceled Alert
- External Transfer Submitted
- Transfer Fails
- Transfer Succeeds
- Goal Completed Alert
- Goal Endangered Alert
- Online Banking Access Alert

2. Our Responsibilities Related to Alerts. Receipt of Alerts may be delayed, or prevented by factor(s) affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (1) non-delivery, delayed delivery, or wrong delivery of any Alert; (2) inaccurate content in an Alert; or (3) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. You may stop or suspend Alerts at any time by deselecting the Account Alerts options.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT.