*** IMPORTANT NOTICE *** for HawaiiUSA MasterCard Debit Cardholders

Effective January 15, 2014, the Cross-Border (International) Transaction Assessment increased as follows (HawaiiUSA FCU Consumer ATM Card and Debit Card Agreement, Section 12):

	Current	**New** (As of 1.15.2014)
Cross-Border (International) Transaction Assessment: Cross-Border Assessment (Without currency conversion; single currency conversion)	0.8% of the transaction	**0.9% of the transactions**
Cross-Border (international) Transaction Assessment: Cross-Border Assessment (With currency conversion; multi-currency conversion)	1.0% of the transaction	**1.1% of the transactions**

If you have any questions or concerns, please contact us at (808) 534.4300 (Oahu), or (800) 379.1300 (Neighbor Island/Mainland). Federally Insured by NCUA

HawaiiUSA
FEDERAL CREDIT UNION

HAWAIIUSA FCU CONSUMER
ATM CARD AND DEBIT CARD AGREEMENT

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

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

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

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

3. STOP PAYMENT: You are not permitted to stop payment on any purchase through the use of your Card.

4. LINKING ACCOUNTS TO YOUR CARD: You must select one share draft account to be linked to your Debit Card. You may also elect to link a share savings account to that Debit Card. You may choose to link a share savings or share draft account to your ATM Card. If you do not link your share draft account to the ATM Card, you will not be able to conduct POS transactions at participating merchants. If your accounts are linked, you may transfer funds between the Accounts through the ATM. This service is different from the Overdraft Line of Credit and Overdraft Transfer Service for your share draft account discussed in section 5 below.

5. YOUR PROMISE TO PAY; EXCEEDING YOUR AVAILABLE BALANCE: You understand that your Card is not a credit card and does not provide "credit" which means that you may not defer payment of Card transactions. You agree not to exceed the available balance in your Account (including, with respect to your share draft account, the amount of any Overdraft Line of Credit or the available balance in your share account if you have authorized the Overdraft Transfer Service). If we process a transaction that exceeds your available balance in your Account, we may treat the excess amount as an overdraft in your Account. You agree to pay us the shortage immediately without demand from us. If you have opted in to our Courtesy Pay service for ATM transactions and one-time debit card transactions for your share draft account, a Courtesy Pay fee may apply, as described in the Courtesy Pay Disclosure and Schedule of Fees and Charges which is incorporated herein by this reference. If you have established an Overdraft Line of Credit for your share draft account, a debit card transaction which causes an overdraft on your share draft account will be repaid under your Overdraft Line of Credit Agreement and is subject to finance charges as described in that agreement. If you have enrolled in our Overdraft Transfer Service for your share draft account, a debit card transaction which causes an overdraft will result in a transfer from your share account to your share draft account. The order in which items may be paid is as follows:

(a) Overdraft protection from our Overdraft Transfer Service, if you have requested and authorized it, and the linked share account has sufficient avail able funds; if not,
(b) Overdraft protection from an Overdraft Line of Credit, if you have established such a line of credit and have sufficient credit available; if not,
(c) Overdraft protection from our Courtesy Pay Service, if you meet the eligibility criteria and have opted in to the Courtesy Pay Service for ATM transactions and one-time debit card transactions; if not,
(d) The item will be returned or the transaction will be denied.

The total number of transfers and withdrawals that you may make from your share account is limited as provided in your Truth-in-Savings Disclosure which is incorporated herein by reference. You agree to be liable for all Overdraft Line of Credit transfers because of a transaction by any person you authorize to use your Card, even if they exceed the scope of authority you have given to them.

6. TYPES OF TERMINAL SERVICES AVAILABLE: You can use your Card at terminals for the following electronic fund transfers, to the extent allowed by law. Some of these services may not be available at all terminals.
(a) Withdraw cash from your Account at ATMs.
(b) Check the current balance of your Account at ATMs.
(c) Make deposits to your Account at certain ATMs.
(d) Transfer funds between your linked HawaiiUSA Accounts at ATMs.
(e) Pay for purchases from your share draft account at merchants that have agreed to accept the Card.
(f) Obtain a cash advance from your share draft account with your Debit Card at financial institutions that accept MasterCard.

7. TERMINAL TRANSACTIONS:
(a) Withdrawal Limitations. You may withdraw up to $200.00 from a HawaiiUSA ATM or a Bankoh Bankmachine each time you use your Card. You further understand that we may limit your total ATM withdrawals to $500.00 per day for all of your Accounts, on your ATM Card and on your Debit Card, combined. There may be other limits for security reasons. You understand that withdraw al limitations may vary between shared networks and individual ATMs. In addi tion, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, in our sole discretion.
(b) Point-Of-Sale and Cash Advance Limitations. You may only make POS transactions and obtain cash advances from your share draft account. We may limit your POS transactions and cash advances to no more than $5,000.00 per day. For security reasons, we may limit the number of transac tions and impose other restrictions. To obtain a cash advance, go to a financial institution that accepts MasterCard. A financial institution may charge you a fee for processing your cash advance. You cannot use your ATM Card to make signature-based POS transactions or any POS transactions outside of the United States.
(c) Charges for Use of Terminals. You will not be charged a fee when you use a HawaiiUSA ATM or a Bankoh Bankmachine to make a withdrawal, transfer, deposit, or balance inquiry. We will charge you a fee in accordance with our Schedule of Fees and Charges each time you engage in any of these transactions at any other terminal. In addition, when you use any other terminal, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer or withdrawal). This practice is known as "surcharging" and is in addition to any ATM fees charged by us. You authorize us to deduct our charges and the charges of any ATM operator or network from your Account. To the extent we may reimburse you for fees assessed by a third party, they will be listed in your Truth-in-Savings Disclosure for your Account or in the Schedule of Fees and Charges.
(d) Personal Identification Numbers (PINs). You understand that you cannot use your Card without the applicable PIN. You are responsible for the safekeeping of your PIN provided by us or selected by you and for all transactions by use of a PIN. You will notify us immediately and send written confirmation if your PIN is disclosed to anyone. You understand and agree that you must change the PIN immediately to prevent transactions on your Account if anyone not authorized by you has access to the PIN. You further understand that your PIN is not transferable and you will not disclose the PIN or permit any unauthorized use thereof. If you disclose your PIN to anyone, however, you understand that you have given them access to your Account via the applicable electronic transfer system and that you are responsible for any such transaction.
(e) Deposits. You understand and agree that we accept deposits at an ATM subject to verification and collection by us and may only be credited or withdrawn in accordance with our Funds Availability Policy. Transactions accomplished after the close of normal business each day will be deemed to have occurred on our next business day. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, our name, your member number, and where you want your deposit to go. ATMs located at our branches are opened once each business day. We will give only provisional credit until collection is final. If collection is \ delayed, the credit may be reversed without notice.
(f) Withdrawals, Transfers and Point-Of-Sale Transactions. You authorize us to debit the applicable Account for the amount of the withdrawal, transfer or POS transaction, whether or not the authorization slip is signed. You acknowledge that all withdrawals, transfers and POS transactions will constitute withdrawals from the Account, even though the transactions might not be paid from the Account until a later date. Financial institutions and merchants may be required to obtain an authorization from us for certain withdrawals, cash advances and POS transactions. We are under no obligation to authorize transactions if we have reason to believe that sufficient funds are not available in the Account.
(g) Authorizations by Credit Union. Some transactions may require our prior authorization. We may limit the number of authorizations we give on a Card at any time for security or other reasons. We will not be liable if a merchant, ATM or other financial institution does not honor a Card or if authorization for a particular transaction is not given. We shall have no liability for the goods or services obtained by use of any Card except as otherwise provided by law.
(h) Holds on Accounts. Your Card may be used to access your share draft account from any merchant location where the MasterCard logo is displayed. You understand that some participating merchants (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. We may place a hold against your share draft account for the anticipated amount. The hold may remain in effect from the time the notice is received by us up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from your share draft account. The available balance in your share draft account will be reduced by the amount of any transaction for which the merchant receives authorization from us, even if the documentation evidencing the transaction has not yet been received or processed by us. You agree that we are not responsible if we do not authorize or if we dishonor other POS, ATM, or share draft transactions drawn on your account while a hold is placed on your account.
(i) Credit Union Right to Deny Any Transactions on Account. We have the right to return any check or other item drawn against an Account to ensure that there are funds available to pay for all transactions made or authorized through the Card. We will not be liable for any failure to authorize any transaction or any failure to pay checks or items drawn on the Account because the processing of a transaction made or authorized through the Card may be pending.
(j) Available Balance. To determine the available balance for purposes of this Agreement, we deduct the amount of any (i) outstanding authorizations made with respect to the Account for withdrawals, cash advances and POS transactions (regardless of whether you have actually completed the transaction for which the authorization was given), and (ii) other holds placed on the Account. In addition, for purposes of determining the available balance in your share draft account, if you have established an Overdraft Line of Credit or authorized the Overdraft Transfer Service, the available balance generally will include the available balance in the Overdraft Line of Credit and share account designated for the Overdraft Transfer Service. You agree that you will not use the Card to engage in any transaction that exceeds the available balance in the applicable Account (including any available balance in the Overdraft Line of Credit or share account designated for the Overdraft Transfer Service).

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

9. OWNERSHIP OF THE CARD: If your Card is lost or stolen, you may also be charged a Replacement Card Fee. These fees are set forth in the Schedule of Fees and Charges. The Card remains our property and you agree to surrender the Card to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if: (1) any of your accounts are overdrawn; (2) you use your Card in a manner which may cause a loss to us; (3) your account is inactive, which is defined by us as an account that has had no member-initiated transaction activity for twelve consecutive months; (4) any mail sent to your address is returned to us as undeliverable; (5) your Account has one (1) or more NSF items or transactions; (6) we are aware that you have violated any term of this Agreement, whether or not we suffer a loss; or (7) or where necessary to maintain or restore the security of your Account or the POS system. We also reserve the right to recall the Card through retrieval by any of the ATMs.

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

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

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

If you believe your Card or PIN has been lost or stolen, call us at (808) 534.4300 or toll-free at 1 (800) 379.1300, or write to HawaiiUSA Federal Credit Union, Attention: Central Operations – Card Services, 1226 College Walk, Honolulu, Hawaii 96817.

11. MASTERCARD NETWORKS' FURTHER LIMITATION OF LIABILITY: You will not be liable for unauthorized purchases made with your Debit Card in the United States that are made using MasterCard networks if (a) your Account is in good standing, (b) you have exercised reasonable care in safeguarding your Debit Card from any unauthorized use, (c) you did not provide, directly, by implication or otherwise, to another person the right to use your Debit Card and you received no benefit from the "unauthorized" purchase; (d) you have not reported two or more incidents of unauthorized transactions in the past 12 months; (e) your Account is a consumer account and is not used for commercial, business or agricultural purposes, except for MasterCard commercial cards used for small businesses; (f) the unauthorized transaction was not a PIN transaction; and (g) you meet other requirements set by MasterCard from time to time. For more information, see http://www.mastercard.com/us/personal/en/cardholderservices/zeroliability.html. If any of the conditions set forth above are not met (for example, if a PIN is used), then your liability will be governed as set forth in section 7(j) above.

12. FOREIGN TRANSACTIONS (MASTERCARD DEBIT CARDS): Purchases, cash advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the MasterCard operating regulations for international transactions. Such regulations provide for either a 0.8% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or a 1.0% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the purchase, cash advance, or credit and retained by MasterCard. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting to the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference. For purchases, cash advances, and ATM and non-ATM cash transactions, we will add either 0.8% or one percent (1.0%) as described above, to the amount provided to us by MasterCard.

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

13. USE FOR ILLEGAL PURPOSE PROHIBITED; INDEMNIFICATION AND WAIVER: You may not use your Account, Card or PIN for any illegal activity or transaction. You understand that you may not utilize your Account, Card, or any other access device or method 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. Display of a payment card logo by an online merchant or acceptance of a Card by an online merchant does not mean that the transaction is legal in the jurisdiction in which you are located. You will be liable for any losses resulting from any illegal transaction. You agree that we may deem any illegal use by you of any financial product or service to be an event of default and a

breach of this Agreement , and that we may terminate services to you at our discretion. You further agree, should illegal use occur, to waive any right to sue us in connection with such illegal use and to indemnify and hold us harmless from any action or liability, including attorney's fees and costs, directly or indirectly arising out of such illegal use.

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

- Through no fault of ours, you do not have enough money in your Account (or sufficient collected funds) to complete the transaction;
- The transaction would exceed your Overdraft Line of Credit or our Overdraft Transfer Service;
- The terminal where you are making the withdrawal does not have enough cash or cash in the denominations you requested;
- The terminal or other electronic services system was not working properly, and you knew about the breakdown when you started the transaction;
- Circumstances beyond our control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
- The funds in your Account are subject to an uncollected funds hold, are blocked by our set off, legal process or other circumstances restricting such transaction or payment;
- Our liability is otherwise limited by government regulation;
- We have received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house or a terminal owner);
- Your Card or PIN is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or because your Card or PIN has been repeatedly entered incorrectly;
- Our failure to complete the transaction is done to protect the security of your Account and/or the electronic terminal system;
- You make an error in keying your deposit at an ATM (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result); or
- Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be removed from your Account, we will be responsible for returning the improperly transferred funds to your Account.

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

15. ACCOUNT INFORMATION DISCLOSURE: We may disclose information to third parties about your Account or the electronic fund transfers you make:

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

16. GENERAL:

(a) **Security.** You agree that you will not allow any unauthorized person to use your Card or other access device. You will not disclose your PIN or other access codes to any unauthorized person. You will not write your PIN or access codes on your Card (or any place) or otherwise make it available to anyone else; you will not keep them near or with your Card.

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

(c) **Refusal of Card; Terminal Failure**. We have no responsibility for the failure of any ATM machine, merchant, financial institution or other person to accept the Card. We will not be liable if an electronic terminal fails to function for any reason, whether or not this malfunction is known to us, nor will we be liable if the Card has been rejected or confiscated, either at an electronic terminal or through a merchant or financial institution.

(d) **Investigations**. You agree to cooperate fully with the investigation of any disputed or unauthorized transaction regarding the Account, to file complete and truthful reports with law enforcement agencies, and to give complete and truthful testimony. At our request, you agree that (a) we will be subrogated to, and you shall assign to us, all rights that you have against any unauthorized user or third party, (b) you will do whatever is necessary to enable us to exercise our rights and will cooperate with us, and (c) you will not prejudice our rights. You further agree that we have the right to reverse any credits that we apply, and that you will indemnify and hold us harmless with respect to any dispute, to the full extent permitted by law. This section survives any termination of this Agreement.

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

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

(g) **Documentation of Transactions**. In most cases, you will receive a receipt at the time you make any transfer to or from your Account using an ATM or when you make a purchase using a POS terminal, unless the amount of the transfer is $15.00 or less, in which case a receipt is not required to be made available to you. You should retain any receipts received to compare with your periodic statement from us. You will receive a monthly account statement for each month in which an electronic fund transfer is made, but at least a quarterly statement if no transfers are made. You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized. You acknowledge and agree that the original, copy or facsimile of any sales draft, withdrawal draft or transfer order originated by using your Card will not be returned with periodic statements.

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

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

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

(k) **Termination**. You can terminate this Agreement at any time by notifying us and no longer using your Card or PIN. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. In addition, your use of the Card may be suspended, without advance notice, if there are insufficient funds in your Account or if any of your accounts are not in good standing. For purposes of this Agreement, your account will not be considered to be in "good standing" with this Credit Union if you have failed to comply with the terms and conditions of any lawful obligation with this Credit Union and such failure caused the Credit Union to suffer a "pecuniary loss." A "pecuniary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies that you owe, for whatever reason, to the Credit Union. After suspension, your use of the Card may be reinstated, at our discretion, once there are sufficient funds in your Account to cover any fees and other transfers and debits. We can also terminate this Agreement at any time in accordance with applicable law. You agree that you will return your Card(s) to us when this Agreement is terminated. Whether you terminate this Agreement or we do, the termination will not affect your obligations under the Agreement, even if we allow any transaction to be completed after this Agreement has been terminated. Termination of this Agreement does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

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

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

(n) **Collections**. You agree that we shall be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, your Card and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future shares and have 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.

(o) **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.

(p) **No Waiver**. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights and remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

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

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IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

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

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

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

(1) Tell us your name and Account number;

(2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and

(3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

This Agreement is effective October 1, 2013. To find out what may have changed since then, please contact us the number or address set forth above.

EQUAL HOUSING LENDER

NCUA

Federally insured by NCUA

Debit Card Agreement

HawaiiUSA FEDERAL CREDIT UNION