#### HAWAIIUSA FCU CONSUMER ATM CARD AND DEBIT CARD AGREEMENT

In this agreement the words "you" and "your" refer to the accountholders of the HawaiiUSA Federal Credit Union Share or Share Draft Checking 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").

1. YOUR ATM CARD OR DEBIT CARD: The ATM Card or Debit Card was issued at the request of an accountholder or subject to validation by an accountholder. We may issue replacement ATM Cards or Debit Cards from time to time at our option. The ATM Card and Debit 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 ATM Card and Debit Card may be used at ATM and other terminals that utilize the PLUS® 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. See section 5 below for additional information.

All ATM Cards we issue for your Account will be in legal effect one card, and all Debit Cards we issue for your Account will be in legal effect one card, which are referred to in this Agreement as the "Card," as applicable. "Account" refers to your Share Account or your Share Draft Account, as applicable.

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 Funds 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 the way this Agreement says to access your Account through a terminal. 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. Each debit entry originated by your Card will be handled in the same manner as a withdrawal from the applicable Account. Each credit entry arising out of a transaction originated by your Card will be handled in the same manner as a deposit to the applicable Account. See our Schedule of Fees and Charges for fees associated with the use of the Card.

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- **4. WAIVER OF STOP PAYMENT:** You waive all rights to stop payment on any transaction originated with your Card.
- 5. LINKING ACCOUNTS TO YOUR CARD: You must specify 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. Contact the Credit Union for more information. 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 6 below.
- 6. YOUR PROMISE TO PAY; EXCEEDING YOUR AVAILABLE BALANCE: You agree not to exceed the available balance in your applicable 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 transactions for your Share Draft Checking Account, a Courtesy Pay fee may apply, as described in the Courtesy Pay Disclosure and Schedule of Fees and Charges. If you have established an Overdraft Line of Credit for your Share Draft Checking Account, a debit balance which activates your Overdraft Line of Credit 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 balance which triggers our Overdraft Transfer Service will result in a transfer from your Share Account to your Share Draft Account. (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 for the Share Account.) You agree to be liable for all Overdraft Line of Credit funds extended 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. You also agree that we may presume that any credit extended to any minor who is a member of your family by use of your Card shall be for a necessity of life which, in general, refers to items of food, shelter or clothing. See our Schedule of Fees and Charges for our current fees. See section 8(j) below regarding the determination of your available balance for purposes of this Agreement.
- 7. 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 places 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.

### 8. 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. Other ATMs may have other limits. 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.
- (b) **Point-Of-Sale and Cash Advance Limitations.** You may only make POS transactions and obtain cash advances from your Share Draft Account. We may limit your POS transactions and cash advances to no more than \$5,000.00 per day. For security reasons, we may limit the number of transactions and impose other restrictions. To obtain a cash advance, go to a financial institution that accepts MasterCard. A financial institution may charge you a fee for processing your cash advance. (You cannot use your ATM Card to make signature-based POS transactions or any POS transactions outside of the United States.)
- (c) Charges for Use of Terminals. You will not be charged when you use a HawaiiUSA ATM or a Bankoh Bankmachine to make a withdrawal, make a transfer, deposit, or make a balance inquiry. We will charge you each time you do 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). You authorize us to deduct our charges and the charges of any ATM operator or network from your Account. See our Schedule of Fees and Charges for our current fees, including any fee that we may assess for issuing the Card. If there are certain situations in which we may reimburse third party fees, they will be listed in your Truth in Savings Disclosure for your Account or in the Schedule of Fees and Charges.
- (d) **Authorized Use**. Unless otherwise provided by law, you agree that you are liable for all transactions made by any and all persons you authorized to use your Card, even if they exceed the scope of authority you have given to them. You agree that by disclosing to someone the Personal Identification Number (PIN) or other access device for your Account, you are authorizing them to use your Card or other access device to do anything that you could do.
- (e) **Deposits**. All deposits made with the Card and placed in our ATM are subject to receipt by us after opening the ATM and verification of the items and the

amounts. ATMs located at our branches are opened once each business day. As stated in the Terms and Conditions of the Account, 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 our processor believes that sufficient funds are not available in the Account. (See section 8(j) below.)
- (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.** If a financial institution or merchant obtains advance authorization of a transaction, the advance authorization may be for an amount greater than the amount of the transaction that is subsequently completed. Funds will not be withdrawn from your Account until we complete our processing of the transaction; however, the amount of the authorization may be counted against the available balance for up to three (3) business days. This is true even if the actual transaction is completed before then, and even if the actual amount of the transaction is less than the amount of the authorization.
- (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 make 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).

#### 9. 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 share draft or Account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (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, 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 (808) 534-4300 or toll-free at 1-800- 379-1300, or write to HawaiiUSA Federal Credit Union, Attention: Central Operations, 1226 College Walk, Honolulu, Hawaii 96817.

You should also call the number or write to the address listed above if you believe a transaction has been made using the information from your check without your permission.

#### 10. 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 Card from any unauthorized use, (c) you did not provide, directly, by implication or otherwise, the right to use your Card and you received no benefit from the "unauthorized" purchase; (d) you have not reported two or more unauthorized events 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 the transaction is

performed at an ATM, or if a PIN is used), then your liability will be governed as set forth in section 9 above.

## 11. CURRENCY CONVERSION AND INTERNATIONAL TRANSACTIONS:

All transactions (including withdrawals, cash advances and POS transactions) that occur outside of the United States (whether or not denominated in U.S. dollars) may be assessed foreign transaction services fees (sometimes called cross-border assessments) by our service processors and by us. Exceptions may apply to transactions originating in U.S. territories, U.S. military bases and U.S. embassies. In addition, all transactions denominated in a foreign currency will be converted into U.S. dollars by MasterCard International. MasterCard International selects a currency conversion rate from the rates available in wholesale currency markets or governmentmandated rates, in effect on the processing date, which may differ from the date of the transaction. The currency conversion rate selected by MasterCard International to calculate the amount you owe in U.S. dollars may be different from the currency conversion rate obtained by MasterCard International. MasterCard International and we also may assess foreign currency conversion service fees (sometimes called currency conversion assessments), which we will be in addition to any foreign transaction service fees. You agree to pay all fees and the converted transaction amount. Please see our current Schedule of Fees and Charges to determine the service fees.

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.

**12. USE FOR ILLEGAL PURPOSE PROHIBITED; INDEMNIFICATION AND WAIVER:** You may not use your Account, Card or PIN for any illegal purpose, such as unlawful gambling. Display of a payment card logo by an online merchant or acceptance of a Card by an online merchant does not necessarily 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 contract, 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.

## 13. LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUND

**TRANSFERS:** If we do not complete a electronic funds transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for 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 to make the electronic fund transfer.
- If the electronic fund transfer would go over your available funds, including any funds available through your Overdraft Line of Credit or our Overdraft Transfer Service, if any.
- If the terminal where you are making the withdrawal does not have enough cash.
- If the terminal or the system was not working properly, and you knew about the breakdown when you started the electronic fund transfer.
- If circumstances beyond our control (such as fire or flood) prevent the electronic fund transfer, despite reasonable precautions that we have taken.
- If the Account you are trying to access is blocked by our setoff or by a garnishment, a tax lien, a court order or any other legal matter.
- If our liability is otherwise limited by government regulation.
- **14. 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 government agency or court orders,
  - (d) If you give us your written permission.

## 15. **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 Personal Identification Number (PIN) or other access codes to any unauthorized person. You will not write your PIN or access codes on your Card; 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 criminal law enforcement agencies, and to give complete and truthful testimony. At our request, you agree that (a) we will be subrogated to, and you shall assign to us, all rights that you have against any 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**. Since you understand that it takes time to process a transaction, you recognize 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 these disclosures, our business days are Monday to Friday. Holidays are not included.
- (g) **Documentation of Transactions**. You can get a receipt at the time you make any transaction using an ATM or POS terminal. You will also get a monthly account statement even if there are no transactions in a particular month. You agree that we need not return with your Account statement, the original, copy or facsimile of any sales draft, withdrawal draft or transfer order originated by your Card.
- (h) **Dispute with Seller**. You will try to settle directly with the seller whatever disputes you may have concerning the seller's charges for goods or services that you pay for using 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 can change the terms of 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 new form of the 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 in writing and no longer using your Card or PIN. We can also terminate this Agreement at any time. If we do, we will notify you. 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.
- (I) **Supplemental Provisions**. Your Account is subject to all other terms and conditions set forth in your Account agreement and all other agreements and disclosures from us. Your Account also continues to be subject to all our rules and regulations, including the ones about dividends and special handling charges. In the event of any inconsistency with the Electronic Funds Transfer agreement, this Agreement shall control; in the event of any inconsistency with any other agreement or disclosure, the more restrictive terms that are applicable to the Company shall govern.

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# IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

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 Services Department 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 transfer 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.

- (1) Tell us your name and Account number.
- (2) 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.
  - (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, Point-Of-Sale, 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 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.

If your question is a routine inquiry about the balance in your Account, or a request for duplicate copies of documentation or other information that is made only for tax or other record-keeping purposes, our response may take longer than the time periods stated above.

This Agreement is accurate as of October 2010. To find out what may have changed since then, please contact us the number or address set forth above.