HAWAIIUSA FEDERAL CREDIT UNION
AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY

This Agreement to Receive Disclosures Electronically ("Agreement") addresses the circumstances under which you agree to receive in electronic form communications that we are required by law to provide to you in writing and other communications that we provide to you in connection with your membership and accounts with HawaiiUSA Federal Credit Union.

For purposes of this Agreement, the words "you" and "your" mean the primary accountholder and all joint accountholders. The words "we" "our" and "us" mean HawaiiUSA Federal Credit Union. "Account(s)" means any accounts you have with us, and all products or services you obtain from us. "Communication" means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This Agreement and any updates;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Service or user agreements for online access to HawaiiUSA Federal Credit Union websites, all updates to these agreements and all disclosures, notices and other communications regarding Online Banking and transactions you conduct within Online Banking;
- Service or user agreements for mobile access to HawaiiUSA Federal Credit Union Mobile Banking, all updates to these agreements and all disclosures, notices and other communications regarding Mobile Banking and transactions you conduct within Mobile Banking;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account, product or service fee (such as a late fee, an overdraft fee or an overlimit fee), or a fee for a draft, check or electronic debit returned for any reason (such as an insufficient funds fee or a fee as a result of a stop payment order);
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our privacy policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to

you, such as the annual IRS interest statement; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

We are required to obtain your consent before delivering Communications electronically. You understand that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications related to your membership and Account(s) with us. Your consent will also apply to any other person named on your Account(s) as a joint owner. Please read this Agreement carefully before giving consent.

Types of Communications You Will Not Receive in Electronic Form. This Agreement does not apply to:
- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that we determine, in our sole discretion, that you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

Consent to receive disclosures electronically and scope of consent. By clicking the "I AGREE" button below, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic format, and that we may discontinue sending paper Communications to you, until such time as you withdraw your consent as described below.

Valid e-mail address. You agree to provide us with and maintain a valid, active e-mail address. If change your email address, you must notify us in writing, in person, by telephone or via Online Banking at any time, and your change will take effect a reasonable time thereafter. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic format will be provided either: (1) via e-mail; (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available or (3) by requesting you download a PDF file containing the Communication.

Access to Communications. Communications will generally be available for twenty four (24) months from the date they are first made available to you. To access Communications, log onto Online Banking at https://www.hawaiiusafcu.com.

How To Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by choosing the appropriate option from the Applications & Forms screen at www.hawaiiusafcu.com, or by providing written notice to us at HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 96817, Attention: Central Operations with the details of your request. At our option, we may treat your provision of an invalid e-mail address, or the subsequent

malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your request. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. However, if you have an eLife Checking account with HawaiiUSA at the time you withdraw your consent to receive Communications in electronic form, the premium annual percentage yield (APY) on your eLife Checking account will not be paid; instead, the base rate APY will be paid on the average daily balance. Your consent shall remain in force until withdrawn in the manner provided in this section.

Hardware/software requirements: In order to access, view, and retain electronic Communications that we make available to you, you must install and maintain the necessary hardware and software as described below:

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

To view a complete listing of our supported browsers, please click here. You must also be able to view Adobe Acrobat version 9.0 or higher (PDF) files. To test if you can read Acrobat files, click here. If you do not see the "Congratulations" message appear, but instead see a box asking if you wish to open or save the file, you will need to download Acrobat for free from Adobe's Web site. You will also need Flash Player 10 or higher. In addition, you must have a printer capable of printing any Communications that are e-mailed to you and/or made available on our website, and you understand that we recommend that you do so. In the alternative, you must have and maintain the ability to electronically save and visually display on your computer screen any Communications that are e-mailed to you and/or made available on our website. You understand that we do not make any warranties on equipment, hardware, software, internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Your Right to Receive Paper Communications. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic Communication by printing it yourself or by writing to us at HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 96822, or contacting us by telephone at 808-534-4300 and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee to request paper copies of Communications may be imposed as set forth in our Schedule of Fees. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Communications in Writing. All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to receive electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

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 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.

Termination or Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law. If there has been no activity on any of your Accounts for any consecutive ninety (90) day period, we reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications.

Agreement. By clicking on the "I AGREE" tab below, you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronically, Communications. You acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY" and that your computer system meets the minimum system requirements described in this Agreement. You understand and agree that HawaiiUSA Federal Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Agreement.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS