

HAWAIIUSA FEDERAL CREDIT UNION ONLINE BANKING AGREEMENT

In this Online Banking Agreement (the "Agreement"), the words "we," "us" or "our" refer to HawaiiUSA Federal Credit Union ("HawaiiUSA"), and the words "you" or "your" refer to any user of the Online Banking Service. By enrolling in or using our Online Banking Service (the "Service"), you agree to all of the terms and conditions contained in this Agreement as amended from time to time. Electronic Funds Transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at HawaiiUSA using the Service. Anyone using the Service agrees to the terms and conditions of this Agreement and shall indemnify, defend and hold HawaiiUSA harmless for any violation. Enroll in the Service by clicking "Proceed" on your computer screen after reviewing this Agreement.

1. Account Ownership and Actions of Others. The primary accountholder may enroll in Online Banking and extended services (e.g., Bill Pay and eStatement) and may authorize joint accountholders to enroll in Online Banking and extended services. Minors are not permitted to enroll unless they have executed a signature card for the Account. A parent or legal guardian who is a joint accountholder may enroll if the minor has not executed a signature card. Anyone enrolling warrants and represents that he or she is an accountholder and is authorized to enroll. Anyone using the Account warrants and represents that he or she has full authority to use the Service and to engage in any action taken by him or her.
2. Organizational And Business Accounts. This section applies to Accounts used for business, commercial, organizational, or non-profit purposes and all other Accounts that are not used for personal, family, or household purposes (collectively referred to in this Agreement as "Business Accounts"). You agree to hold us harmless and to indemnify us for any loss, costs or expenses incurred as a result of your use of the Service. For the purpose of this Agreement, a Business Account is any account that is not established and used primarily for personal, family or household purposes. For example, Business Accounts include dba accounts, accounts held by any type of organization (partnership, limited liability partnership, corporation, limited liability company, nonprofit corporation, association, apartment owner or homeowner association, unincorporated association, religious, educational or charitable organization, etc.), and accounts used for an individual's business or any other non- consumer purpose.
3. Online Services. If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online access services is www.hawaiiusafcu.com. You may select a PIN. You must use your PIN along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software including but not limited to a web browser program that supports 128-bit encryption, such as Internet Explorer, Firefox, Safari, or any other program which supports Secure Sockets Layer technology, and any future

upgrades to the associated software (collectively, the "Software") to ensure proper access to the Service. We will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the Service to:

- Transfer funds between your share draft, share, and loan accounts.
 - Transfer funds to other accounts on which you are an owner or joint owner.
 - 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 from any share draft or share account to a loan account of yours.
 - Make payments to merchants (payees) using bill payment.
 - Download account history to compatible financial management programs, spreadsheets, or word processing programs.
 - Enroll in and access eStatements.
 - Enroll in and access eAlerts.
 - Enroll in NotifyMe service to receive alerts when certain events occur.
4. Transactions involving your deposit accounts will be subject to your Deposit Account Contract and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.
5. Service Limitations.
- a. Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a share account will be limited to a total of six (6) in any one month. Bill payer transactions are unlimited. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. We reserves 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. Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
 - c. E-Mail and Stop Payment Requests. We may not immediately receive e-mail communications that you send and we will not take action based on e-mail requests until we actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Deposit Account Contract.

Contact us immediately regarding an unauthorized transaction or stop payment request.

- d. Restriction Regarding Debit Card Transactions: Funds transferred into your share draft Account via Online Banking may not be immediately available for use through your Debit Card.
- e. Restriction Regarding Transfers to Loan Accounts: If you designate recurring payments to pay a HawaiiUSA loan via Online Banking, 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 come to a branch.

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

7. Cut-Off Time and Available Funds. We process “future” and recurring Transfers once per business day. You must have sufficient available funds in your Payment Account at 5:00 p.m. or such later that that we process your instruction (the “cut-off time”). 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 amount of available funds in an account.

- Future and Recurring Transfers to Share Accounts
 - For one-time “future” transfers to a HawaiiUSA share account, if sufficient

funds are not available in your Payment Account on the designated Transfer Date to transfer the full amount designated, our system will automatically attempt to re-process the Transfer for a one-time transfer of the full amount designated, for the next three business days.

- For recurring transfers to a HawaiiUSA share account, if sufficient funds are not available in your Payment Account on the designated Transfer Date to transfer the full amount designated, our system will automatically attempt to re-process the Transfer for a one-time transfer of the full amount designated, for the next fifteen business days.
 - Future and Recurring Transfers to Loan Accounts
 - For future or recurring transfers to a HawaiiUSA loan account, if sufficient funds are not available in your Payment Account on the designated Transfer Date, our system will transfer the funds that are available, and will automatically attempt to re-process the Transfer for the remaining amount indefinitely.
8. Security of Personal Identification Number. The personal identification number or PIN is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, that authority shall continue until you specifically revoke such authority by notifying us. You understand that person may use the online account access, online services, or check card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and HawaiiUSA suffers a loss, we may terminate your electronic fund transfer and account services immediately.
9. Member Liability. You are responsible for all transfers you authorize using the Service under this Agreement. If you permit other persons to use your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, or PIN and accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For all other EFT transactions except electronic check transactions, if you tell us within two

(2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, 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. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money 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. If you believe that someone has used your PIN without your permission, call: 808-534-4300 or toll-free 1-800-379-1300, or write: HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 96817.

10. Business Days. Our business days are Monday through Saturday. Holidays are not included.

11. Fees and Charges. There are certain charges for the EFT services as set forth on the Rate and Fee Disclosures. We reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

12. Right to Receive Documentation.

- a. Periodic Statements. All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.
- b. Pre-authorized Credits. If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use our Audio Response Service or online access or you can call us at 808-534-4300 to find out whether or not the deposit has been made.

13. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.

- To comply with government agency or court orders.
- If you give us your written permission.

14. HawaiiUSA Liability for Failure to Make Transactions. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, HawaiiUSA, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. HawaiiUSA will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or HawaiiUSA instructions for making transfers.
- If your computer fails or malfunctions or if HawaiiUSA’s online access system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
- If the error was caused by a system beyond HawaiiUSA’s control such as your Internet Service Provider, any computer virus, or problems related to software not provided by us.
- If you have not given us complete, correct, and current instructions so we can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact us about its replacement.

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

15. Termination of EFT Services. You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

16. 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 up to three (3) business days before the scheduled date of a preauthorized transfer. 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 cancel a single transfer and future recurring transfers prior to our processing your transfer instruction by accessing Online Banking and following the instructions for cancellation. If you cancel an instruction for future recurring payments through Online Banking; the cancellation will be effective for all future transfers in the series with respect to that instruction.
 - You also may cancel a single transfer and future recurring transfers prior to our processing your transfer instruction by calling or writing us at the telephone number or address listed in Section 18 below in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. 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. 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.
- 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 account 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.

17. Notices. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing HawaiiUSA account and any future changes to those regulations.

18. Billing Errors.

In case of errors or questions about electronic fund transfers, telephone us at 808-534-4300 or toll-free 1-800-379-1300 and send us a written notice at HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 96817. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe 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. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for Visa Check 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. 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 (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

19. EXCLUSIONS OF WARRANTIES. YOU AGREE THAT WE ARE PROVIDING THE SERVICE ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND,

EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 or any Online Banking Service or transaction may be brought or transferred to federal or state courts located in Honolulu, Hawaii.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT.