

Online Bill Pay Disclosure

In this Bill Pay Agreement (the "Agreement"), the words "we," "us" or "our" refer to HawaiiUSA Federal Credit Union ("HawaiiUSA"), and the words "you" or "your" refer to the primary accountholder.

1. Enrollment and Agreement. By enrolling in or using our Bill Pay Service ("Bill Pay"), you agree to all of the terms and conditions contained in this Agreement as amended from time to time. Anyone using Bill Pay agrees to the terms and conditions of this Agreement and shall indemnify, defend and hold HawaiiUSA harmless for any violation. Enroll in Bill Pay by clicking "Proceed" on your computer screen after reviewing this Agreement.
2. Online Banking Service. You must be enrolled in HawaiiUSA's Online Banking Service to use Bill Pay. The terms and conditions of the Online Banking Service Agreement are incorporated into this Agreement and apply to your use of Bill Pay as an extended Online Banking Service. Refer to the Online Banking Service Agreement for hardware and software requirements.
3. Payment Account. As used in this Agreement, "Account" means one of your accounts at HawaiiUSA. "Payment Account" means the consumer share draft (checking) Account at HawaiiUSA that you designate to make a payment through Bill Pay. You may designate different Payment Accounts for different Bill Pay instructions.
4. Bill Pay Service. Bill Pay allows you to use your personal computer and Internet connection (collectively, the "PC") to instruct us to make payments of specified amounts from your Payment Account to payees that you designate. You may designate payments to be made on a one-time payment basis, or on a recurring basis, now or in the future. You may use Bill Pay virtually any time, day or night, seven days a week. However, Bill Pay may be temporarily unavailable due to record updating, maintenance, or technical difficulties.
5. Payees. Payments may be made to individuals, businesses, organizations, or others. You must provide us with the full name and address of the payee. Payments may be made only to payees with a U.S. payment address (including APOs and FPOs) and only in U.S. dollars.
6. Prohibited Payments. You agree not to use Bill Pay to make payments to persons outside of the United States; to make tax payments or other payments to government entities; to make any court-ordered payments; to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list; or to make any unlawful payments ("Prohibited Payments"). Attempting to process any Prohibited Payment through Bill Pay is done entirely at your own risk and may be rejected by us. You agree to indemnify and hold us and our service providers harmless from any liability, claims or damages resulting from your scheduling of any Prohibited Payment through Bill Pay, and any payments that are rejected or processed in whole or in part by Bill Pay. We have no obligation to research or resolve any claim in connection with any Prohibited Payment. All research and resolution for any misapplied, misposted, misdirected, partial or rejected Prohibited Payment will be the sole responsibility of you and not of us or our service providers.
7. Payment Types. Bill Payments may be processed as a one-time payment or part of a series of recurring payments as follows:

- *One-Time Payment* - If you designate a Bill Payment as a one-time payment, we will process your Bill Pay instruction on the business day that you specify as the "Withdrawal Date," provided that you have sufficient available funds in your Payment Account when we process your transaction (see section 11 below), and you have entered your Bill Pay instruction prior to our cut-off time for that business day (see section 11 below). If you have selected a Withdrawal Date that is not a business day, or if you have missed the cut-off time, we will process your Bill Pay instruction on the next business day. You may specify a Withdrawal Date for the same day or a date up to ten years in advance.

- *Recurring Payments* - If you designate a Bill Payment as part of a series of recurring payments, we will process a Bill Payment to the same Payee for the same dollar amount on periodic Withdrawal 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 Withdrawal Date and either the number of payments or that payments are to be made indefinitely. If you have selected a Withdrawal Date that is not a business day, or if you have missed the cut-off period for the first payment, we will process your Bill Pay instruction on the next business day. Any recurring date that falls on a non-business day will be processed on the next business day.

8. Transaction Limits. We need not process any Bill Pay instruction that exceeds \$10,000.00 for any payment.
9. Processing Time Period. Funds will be taken out of your Payment Account on the Withdrawal Date (or the next business day thereafter) if you have sufficient available funds in the Payment Account. We may make payments electronically or by paper checks that are mailed to the Payee. You must allow seven business days for Bill Pay to process your instruction and deliver payment to the Payee. Withdrawal Dates should be determined without regard to any grace period or courtesy period. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other consequences of late payment.

Our liability for a delay in payment shall not exceed the amount of late fees assessed by the Payee. HawaiiUSA is not responsible for interest, late fees or other damages you incur if you do not have sufficient available funds in your Payment Account when we attempt to process the Bill Payment; if you did not schedule the Withdrawal Date at least seven business days in advance of the payment due date; if there were delivery delays, changes of payee addresses or account numbers, or incomplete information; if the payee failed to credit the payment in a timely manner; for any other circumstances beyond the control of HawaiiUSA; or if the terms and conditions of this Agreement were not satisfied.

10. Duplicate Payments. If you submit more than one instruction to pay a Payee the same amount on the same Withdrawal Date (including the first business day after a Withdrawal Date falling on a non-business day, and the first business day after you miss a cut-off time), we may only process the first instruction and reject the other instruction(s). If you would like to make two or more Bill Payments to the same Payee on the same Withdrawal Date (including the first business day after a Withdrawal Date falling on a non-business day, and the first business day after you miss a cut-off time), make the payments for different amounts. This applies to all types of payments, one-time and recurring.
11. Cut-Off Time and Available Funds. We generally process Bill Pay instructions once per business day. You must have sufficient available funds in your Payment Account at 5:00 p.m. or such later time that we process your instruction (the "cut-off time"). If sufficient funds are not available in the Payment Account when we process your request, your transaction will be completed if the Payment Account has an Overdraft Protection or Courtesy Pay service and the shortage does not exceed your available Overdraft Protection or Courtesy Pay balance. Overdraft Protection and Courtesy Pay services should not be used to make a loan payment to any HawaiiUSA loan. Our general practice is to reject transfers and payments that will result in a negative balance (beyond your available Overdraft Protection or Courtesy Pay balance). If, however, we complete the transfer that results in a negative balance, you agree to pay the amount of the shortage immediately upon notice from HawaiiUSA. NSF and Courtesy Pay fees may apply. See the current HawaiiUSA Schedule of Fees and Charges.

If you do not have sufficient funds available in your Payment Account when we process your instruction, your Bill Payment may not be completed. If, however, we complete the Bill Payment instruction, you agree to pay the amount of the shortage,

NSF fees, and all deficiencies immediately upon notice from us.

As a courtesy, HawaiiUSA may attempt to notify you by email once if a Bill Payment is not completed because there are insufficient funds available in your Payment Account, or if your Bill Pay instruction is rejected because there are duplicate payment instructions (see Section 10 above). HawaiiUSA is not responsible if we do not contact you, whether or not this is due to events beyond the control of HawaiiUSA. Moreover, to take advantage of this service, you must keep HawaiiUSA aware of any changes in email. In all cases, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through Bill Pay. In no cases will we automatically resubmit a payment for you if funds subsequently become available.

12. How to Cancel or Suspend a Payment Instruction that Has Not Been Processed. You have a right to cancel or suspend preauthorized payments. Here is how:

You may cancel a one-time payment and future recurring payments prior to our processing your payment instruction by accessing Bill Pay and following the instructions for cancellation. If you cancel an instruction for future recurring payments through Bill Pay; the cancellation will be effective for all future payments not yet processed for the cancelled instruction.

You also may cancel a one-time payment and future recurring payments prior to our processing your payment 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 payment instruction for a future recurring payment, your request must specify whether the cancellation applies to only one particular payment, or to all future payments with respect to a series of recurring payments.

You may suspend future recurring payments for an interim period prior to our processing your payment instruction by accessing Bill Pay and following the instructions for suspending payments. When you suspend a recurring payment, payments in that series of recurring payments that have not yet been processed will not be paid. Payments in that series of recurring payments will resume when you remove the suspension, but missed payments will not be made by Bill Pay. For example, if you have a Bill Pay instruction to pay HUSA Corporation \$100 on the 1st of each month, and on February 25 you suspend payments, and on July 10 you remove the suspension, we will not make any payments for the suspended time period (March 1 to July 1); we will resume \$100 payments starting August 1.

Our Liability for Failure to Cancel Payments. If you order us to cancel a Bill Payment three (3) business days or more before the scheduled Withdrawal Date, and we do not do so, we may be liable for your losses or damages. See the section entitled "HawaiiUSA's Liability for Failure to Make Transfers and Payments" in the Online Banking Agreement.

13. Stop Payment Orders. Once we have processed a Bill Payment, you cannot stop payment if we sent payment to the Payee electronically. If we sent payment to the Payee by paper check, you may request that we stop payment on the paper check. We cannot guarantee that the stop payment order will be effective. We must receive your stop payment order in time to give us a reasonable opportunity to act. Your stop-payment order must precisely identify the payment that you wish to be stopped. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Your stop payment order will apply to the particular paper check only, and will not affect any remaining recurring payments in that series. (See section 12 above if you would like to cancel additional payments.) Please refer to our separate Fee Schedule for the amount we will charge for a stop payment order.

14. Confirmation. To confirm whether or not Bill Payment instructions have been processed properly, review your transaction history on Bill Pay. Contact us immediately at the telephone number or address listed in section 18 below if there is any discrepancy.
15. Authorization. You authorize us to debit your Payment Account for any transactions processed through Bill Pay and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at HawaiiUSA or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. If a Bill Payment instruction describes the beneficiary inconsistently by name and account number, execution of the instruction may occur on the basis of the account number, even if it identifies a person different from the named beneficiary.
16. Termination. You may terminate your use of Bill Pay by providing us with ten (10) business days' prior written notice at the address listed in section 18 below. We may suspend or terminate your use of Bill Pay, in whole or in part for any reason, at any time without prior notice. For example, we may terminate your access to Bill Pay if your Accounts are closed for any reason, if there are insufficient funds in your Accounts and you do not have Overdraft Protection, or if access to your Accounts is restricted for any reason. Termination will not affect your liability or obligations under this Agreement for payments or transfers we process on your behalf.

Your termination of Bill Pay will not automatically cancel future Bill Pay one-time payments or recurring payments. Any payments that you wish to cancel must be cancelled manually.

If HawaiiUSA unilaterally terminates your use of Bill Pay, HawaiiUSA generally will cancel future Bill Pay one-time payments and recurring payments.

Contact us immediately at the telephone number or address listed in section 18 below if there is any discrepancy, or to confirm whether or not we have cancelled your future Bill Pay one-time payments and recurring payments.

17. Fees. Please refer to the current HawaiiUSA "Schedule of Fees and Charges" for fees that may apply.
18. Contact Us. Contact in event of unauthorized transfer. If you believe your password has been lost or stolen, or if there are other matters that require our immediate attention, please call us at:

534-4300 on Oahu
1-800-379-1300 from the Neighbor Islands and the U.S. Mainland

or write to us at:

HawaiiUSA Federal Credit Union
1226 College Walk
Honolulu, HI 96817-3995

You should also call the number or write to the address listed above if you believe a transaction was made without your permission.
19. Communications with Payees. You are responsible for notifying your payee of any change in information, such as your name, address, phone number and email address. Additionally, it is your responsibility to maintain all identification codes, passwords and PINs for all electronic payee sites. You agree not to use someone else's information to

gain unauthorized access to another person's account information.

We are not responsible for the receipt or accuracy of your electronic bills. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed by you with the Payee directly. Our account agreements do not alter obligations that exist between you and your Payees.

20. EXCEPTIONS REGARDING BUSINESS ACCOUNTS. This section applies to Accounts used for business or commercial purposes and other Accounts that are not subject to the Electronic Funds Transfer Act (collectively referred to in this Agreement as "Business Accounts"). NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, PROTECTIONS AFFORDED PURSUANT TO LAWS APPLICABLE TO CONSUMER ACCOUNTS DO NOT APPLY TO BUSINESS ACCOUNTS (SEE, E.G., SECTIONS 9 AND 12 above). For 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 Bill Pay. You agree that we are not liable for any damages because of a delay in delivery of payment; however, to the extent that our third party service provider breaches its guarantee to deliver payment, late fees and finance charges may be reimbursable by our third party service provider. You also agree that we are not liable for any damages because a cancellation, suspension or stop payment order is not effective.
21. Account Agreements. Your use of Bill Pay is subject to this Agreement, the Online Banking Service Agreement, your Account Agreements, the Application, and all other agreements and disclosures between you and HawaiiUSA. [ADD LINKS] In addition, this Agreement may amend certain terms and conditions of the Account Agreements. These amendments to the Account Agreements will automatically terminate if this Agreement and your use of Bill Pay terminates and the Account Agreements will remain in effect without the amendments made in this Agreement. In the event of a conflict between this Agreement, the Account Agreements or any statement by our employees or agents or any representation or statement relating to or set forth in the Software, as to matters relating to Bill Pay, this Agreement shall control.
22. Amendments. We may change or add to the terms of this Agreement at any time by notifying you of the change by sending a notice to your email address, or by posting the changed terms on the Service, or any other means permitted by applicable law. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to Bill Pay. By using Bill Pay after the effective date of any change or amendment, you agree to that change or amendment.
23. Severability. If any provision of this Agreement is determined to be void or invalid, such provision shall be deemed revised and enforced to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.
24. Headings. The section headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.
25. Governing Law; Jurisdiction; Venue. You acknowledge and agree that this Agreement was created 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 Bill Pay service or transaction may be brought or transferred to federal or state courts located in Honolulu, Hawaii.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT.