



**Life Matters Premium Cash Back Visa Credit Card  
Agreement and Disclosure**

**HawaiiUSA Federal Credit Union  
1226 College Walk Honolulu, HI 96817-3946**

**Life Matters Premium Cash Back Visa Credit Card Agreement and Disclosure  
Part 1 of 2**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>17.99%</b>
<b>APR for Balance Transfers</b>	17.99%
<b>APR for Cash Advances</b>	17.99%
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases and balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>Fees</b>	
<b>Annual Fee</b>	<b>\$50</b> (charged on the anniversary of account opening, unless the cardholder is an employee of the card issuer at that time, in which case the fee will be waived)
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p><b>None</b></p> <p><b>None</b></p> <p><b>None</b></p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$25</b></p> <p>Up to <b>\$25</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions).” See Part 2 of 2 of this Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided at the end of this Agreement, in Part 2 of 2.

**HAWAIIUSA FEDERAL CREDIT UNION**  
**1226 College Walk, Honolulu HI 96817-3946**

**Life Matters Premium Cash Back Visa Credit Card Agreement and Disclosure**  
**Part 2 of 2**

1. **GENERAL.** The words “you” and “your” in this Life Matters Premium Cash Back Credit Card Agreement and Disclosure (“Agreement”) refer to each person who as Applicant or Joint Applicant has asked us to open a Life Matters Premium Cash Back Credit Card Account in his or her name. “We,” “us,” “our” and “HawaiiUSA” refer to HawaiiUSA Federal Credit Union. The word “Statement” means the periodic billing statement for your Account (as defined below), which we will send you each month. “Billing Period” means the period of time covered by the Statement.

You are asking that we: (1) open a Life Matters Premium Cash Back Credit Card account at HawaiiUSA in your name (your “Account”); (2) issue you one or more VISA credit cards (“Card”) for your Account, in your name, or names, if a joint account; (3) allow you to purchase goods and services with your Card (your “Purchases”); (4) allow you to obtain cash advances using your Account (your “Cash Advances”); and (5) allow you to make balance transfers using your Account (your “Balance Transfers”). You authorize us to pay and charge your Account for all transactions (including Purchases, Convenience Checks, Cash Advances and Balance Transfers) made or obtained by you or anyone you authorize to use your Card or Account (collectively, “Transactions”).

You will be obligated to pay all such Transactions charged to your Account whether resulting from: (1) actual use of your Card; (2) mail order or telephone, computer, or other electronic transactions made without presenting the Card; or (3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account. “Account Balance” means all authorized charges, plus any finance charges assessed on your Account, plus any other fees and charges which you owe to us under the terms of this Agreement.

In return, by accepting, signing or using your Card after receiving a copy of this Agreement, you agree to be liable for all Transactions and charges to your Account; you agree to the terms of this Agreement and any amendments to this Agreement; and you agree that it will be binding upon you even if your Account is cancelled or terminated.

2. **MILITARY LENDING ACT DISCLOSURES.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this Military Lending Act disclosure and the payment obligations thereunder, call toll free at (800) 379-1300 ext. 8457.

3. **CONSUMER ACCOUNT.** You agree that your Account is for consumer use only, and is established and to be used primarily for personal, household, or family purposes. We do not have a duty to monitor your Account for business use. If you use your Account for business purposes, you agree that the consumer protection provisions of this Agreement do not apply except to the extent required by law. We may close your Account if we learn that you are using it for business purposes. If you need a credit card account for business or commercial use, please contact us to open a business credit card account.

4. **ACCOUNT USE.** Your Account use is subject to this Agreement. All Transactions are subject to our approval. You may use your Card to purchase goods and services in person, online, and by mail or telephone from merchants and others who accept Visa credit cards. In addition, you may obtain Cash Advances from HawaiiUSA, from other financial institutions or select merchants participating in the Visa program and from automated teller machines (ATMs) that provide access to the Visa system. Not all merchants or ATMs provide such access. You will need to use your Personal Identification Number (PIN) to obtain a Cash Advance from an ATM. A PIN may be obtained by calling (888) 886-0083.

If you use an ATM not owned by us, you may be charged a fee by the ATM operator or any ATM network used to complete the transfer (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The fee will be debited from your Account if you elect to complete the transaction or continue with the balance inquiry.

You may also use your Account to transfer balances from other creditors, provided that we approve your request. To make a Balance Transfer, contact any HawaiiUSA branch or obtain a Balance Transfer authorization form from our website, <http://www.hawaiiusa.com>.

If you have or are later provided with a PIN, you must not give or disclose your PIN to others. If you do so, all transactions by such persons will be deemed authorized by you (See section below entitled RESPONSIBILITY).

5. **CREDIT LIMIT:** We assign a Credit Limit to your Account. Part of this Credit Limit may be available for Cash Advances. Your Credit Limit will initially be disclosed in Your welcome letter and will be reflected on each periodic statement. You agree to manage your Account so that your Account Balance (including fees and charges) is not more than your Credit Limit. However, if your Account Balance exceeds your Credit Limit, you are still obligated to pay us. We may increase or decrease your Credit Limit at any time and we may notify you of such increase or decrease by mail or through a statement sent to the primary accountholder's address of record, in accordance with applicable legal requirements. If you object to any Credit Limit increase, you must notify us immediately. You or any co-borrower on the Account may request a change to the Credit Limit orally, in writing, or electronically, but any such request must be approved by us. If your Credit Limit is increased, you are immediately responsible for the new Credit Limit and any increase in the Account Balance even when it differs from an amount previously agreed to orally or in writing.

6. **ACCOUNT OPENING DISCLOSURE.** Please refer to the Life Matters Premium Cash Back Visa Credit Card Agreement and Disclosure, Part 1 of 2, distributed with this Agreement, which contains rate, fee, and other cost information.

7. **ANNUAL FEE.** Unless you are an employee of HawaiiUSA at the time the fee is charged, you are responsible for a \$50 Annual Fee every year your Account is open, which will be charged to the Account on each yearly anniversary of account opening, or until your Account is closed and paid in full. To cancel your Account and avoid a future Annual Fee please call (808) 534-4300 or toll-free (800) 379-1300.

8. **OTHER FEES.** You also agree to pay us:
- a \$15.00 Replacement Card Fee for each Card that we issue to you as replacement for a lost, stolen or damaged Card, payable at the time your replacement Card is ordered for you;
  - a Returned Payment Fee of up to \$25.00 each time a check you use to make a payment is returned unpaid (however, the Returned Payment Fee will not exceed the amount of the minimum payment due);
  - a Late Payment Fee of up to \$25, with respect to any Billing Period if the Minimum Payment Due is not paid within five (5) days after the Payment Due Date. However, the Late Payment Fee will not exceed the amount of the Minimum Payment Due. You will only have to pay the Late Payment Fee once on the same late payment;
  - a \$25 fee per hour or fraction thereof for any research requested.

You authorize us to charge your Account for the fees due to us. You understand and agree that we have the right, in our sole and absolute discretion, to change the amount of fees that apply to your Account, in accordance with applicable law.

9. **LIFE MATTERS PREMIUM CASH BACK NON-VARIABLE RATE PROGRAM.** We use annual percentage rates (APRs) to calculate interest charges on your Account. Our Life Matters Premium Cash Back Credit Card program is a non-variable rate program, which means that your APR will not increase or decrease while you maintain your Account with us unless we first give you advance written notice, in accordance with this Agreement and applicable law, that the APR will become variable or otherwise change. In the event we provide you with such notice, any existing balances will be protected and subject only to the prior APR(s). Any transactions made by employees on this Card will be at the standard APR applicable to all cardholders generally, unless a Temporary Employee Rate or other promotional rate applies to reduce the APR for employees only. Any Temporary Employee Rates and/or other promotional rates for employees only will be disclosed in accordance with applicable law.

Details about your interest rate	Periodic Rate	Corresponding Annual Percentage Rate (APR)
Purchases	1.4992% (M)	17.99%
Balance Transfers	1.4992% (M)	17.99%
Cash Advances	1.4992% (M)	17.99%

(M) = Monthly Periodic Rate, which is the APR divided by 12.

## 10. INTEREST CALCULATION

Interest charges will be imposed on Transactions only if you elect not to pay the entire Account Balance shown on your Statement by the Payment Due Date. If you elect not to pay the entire Account Balance shown on your Statement by the Payment Due Date, interest charges will be imposed on the unpaid Average Daily Balance of Transactions from the previous Statement closing date and on the new Transactions from the date of posting to your Account during the current Billing Period, and will continue to accrue until the closing date of the Billing Period preceding the date on which the entire Account Balance is paid in full.

We calculate interest on your Account each Billing Period by applying the Monthly Periodic Rate to the Average Daily Balance (including new Transactions). The following explains how we do this. To get the Average Daily Balance:

- We start with the beginning balance of your account each day.
- We add any new Transactions, fees and other charges.
- We subtract any credits or payments credited as of that day and any unpaid interest or other finance charges.

This gives us the daily balance. Then, we add up all the daily balances for the Billing Period and divide the total by the number of days in the Billing Period. This gives us the average daily balance.

From time to time and at our discretion, we may offer introductory or promotional APRs for all or any part of your Account Balance, Balance Transfers or future transactions. The period of time for which the introductory or promotional APR applies may be limited. Any applicable promotional APR, the corresponding periodic rates, and the period of time during which they are in effect will appear on the offer. Any introductory or promotional rate offer will be subject to the terms of the offer and this Agreement. Any introductory or promotional APR that we may offer will be separately identified on your Statement as well as the balances to which these APRs apply. Upon expiration of the introductory or promotional APR, the APR will be adjusted to the standard APR and will apply to all outstanding balances.

## 11. GRACE PERIOD.

You will not pay any interest on Purchases if you pay the Account Balance, including any Balance Transfers and Cash Advances, in full by the Payment Due Date shown on your Statement each and every Billing Period. We call this a grace period on Purchases. Generally, you will have a 25-day grace period from the close of each Billing Period to pay the Account Balance without incurring additional interest on Purchases. The Payment Due Date disclosed on each Statement provided to you is the last day of your grace period for that Statement's billing cycle. If you do not pay the Account Balance, including any Balance Transfers and Cash Advances, in full by the Payment Due Date in a Billing Period, you will pay interest on your Purchases from the date they are posted to your Account. You also will not have a grace period on Purchases again until you pay the Account Balance in full by the Payment Due Date two (2) Billing Periods in a row.

There is no grace period on Balance Transfers and Cash Advances. This means you will pay interest on Balance Transfers and Cash Advances from the date these transactions post to your Account.

## 12. PAYMENTS.

(a) Minimum Payment. Every month, you must pay at least the Minimum Payment Due by the Payment Due Date shown on your Statement. The Minimum Payment Due will be either (1) 2.0% of your Account Balance or \$25, whichever is greater; or (2) your Account Balance, if it is less than \$25.00. In addition, you must pay any amount past due, any late charges and any amount over the Credit Limit.

Though you need only pay the Minimum Payment Due, you have the right to repay your Account Balance at any time without penalty.

You must also pay on our demand the amount by which the Account Balance exceeds the credit limit that we set for your Account.

(b) Time and Place for Payment. All VISA payments are to be mailed to:

VISA  
P.O. BOX 79265  
City of Industry, CA 91716-9265

Payments may also be made at any of our HawaiiUSA branches. You must also follow the instructions below when making a

payment. If you do, we will credit the payment to your Account as of the day we receive it.

- We must receive your payment on or before the Payment Due Date in order for your Account to be credited by the Payment Due Date.
- You must pay in U.S. Dollars.
- You must use a check or electronic debit issued by a financial institution in the U.S. (do not mail cash).
- You must not send us a check dated after the date that we receive it.
- You must not enclose more than one check per envelope.
- You must not include any restrictive endorsements on the check.
- You must follow any additional payment instructions shown on your Statement.

(c) How Your Payments Will Be Applied. Minimum Payments will be applied to your Account in the manner chosen by us subject to applicable law. Any payment amounts above the Minimum Payment Due will be applied to balances subject to higher APRs and then to balances subject to lower APRs, in descending order of APRs (to the extent that any balances are subject to more than one APR) until all balances subject to an APR are paid in full.

(d) Payments Marked "Paid In Full." We may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative.

13. PAYMENTS BY AUTOMATIC TRANSFER: By separate agreement, you may authorize us to automatically transfer the Minimum Payment Due from your Credit Union savings or checking account. If you request payment by automatic transfer, you understand and agree that no payment will be made if there are insufficient or uncollected funds in the designated savings or checking account to make the scheduled payment. Should this event occur, you understand and agree that you will not be released from making the payment. Any automatic transfer you have requested will remain in effect until you cancel it in writing or the Account Balance is paid in full. To stop a payment by automatic transfer, you may send us a letter requesting that the payment be stopped. Your letter must be received by HawaiiUSA Federal Credit Union, Attention: Card Services Department, 1226 College Walk, Honolulu, HI 96817, at least three (3) business days before the automatic payment is scheduled to occur. We may cancel this service at our discretion.

14. RECURRING PAYMENTS: The use of your Account to make preauthorized electronic recurring bill payments constitutes an "electronic fund transfer" as defined by the federal Electronic Fund Transfer Act and Regulation E. You may be able to place a stop payment on a preauthorized electronic recurring bill payment in accordance with the terms of our Authorization Agreement for Preauthorized Payments. Any such stop payment order is subject to a Stop Payment Fee of \$10.00 for each stop payment order you give. A stop payment/revocation order does not release you from the obligation to pay for goods and services purchased from merchants.

15. RESPONSIBILITY. You agree to repay us according to the terms of this Agreement for all Transactions, finance charges, late charges, and other fees arising from the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. You must not give anyone else possession of your Card, PIN, or other authority to make transactions on your Account. You cannot disclaim responsibility by notifying us, although we will close the Account if you so request and you will return all Cards to us. Your obligation to pay the Account Balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account.

16. JOINT ACCOUNTS. If this is a joint Account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that we can require any one of you individually to repay the Account Balance. Each of you authorizes the other to make Transactions individually. Any one of you may close the Account and such closure will be effective as to all of you. You agree that all notices regarding the Account may be sent solely to the cardholder whose name and address appears on our billing records. If this is a joint account, neither party can be released from his or her obligations except upon HawaiiUSA's approval. Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Account.

17. ACCOUNT USE BY AUTHORIZED USERS: You may request to add one or more Authorized Users to your Account. If we approve your request, use of your Account by an Authorized User is subject to the terms of this Agreement. You must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account.
- Make a copy of this Agreement available to each Authorized User.
- Pay us for all charges incurred by each Authorized User.



- Notify us to remove an Authorized User from your Account. If we remove an Authorized User, we may close your Account, open a new Account, and issue you a new Card.

We may limit the number of Authorized Users on your Account.

You are responsible for:

- Any Transactions made by an Authorized User on your Account.
- Any Transaction made by an Authorized User even if the post-date shown on your periodic statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account.
- Any Transactions made by others if an Authorized User allows them to use your Account.
- Fees and charges resulting from any Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

**INFORMATION ABOUT AUTHORIZED USERS:** You agree to give us certain personal information about each Authorized User. You must let each one know that you will give us that information and you must have his or her permission to do so. You must have permission from each one to allow us to share information about him or her as permitted by applicable law. This includes information we may obtain from you, any Authorized User and others. It also includes information about their Transactions on the Account.

**CREDIT REPORTING:** We report information about this Account to Consumer Reporting Agencies in the Authorized User's name that may appear on their credit report. This could include information about:

- Late Payments;
- Returned Payments;
- Over-the-credit-limit amounts; and
- Other violations of this Agreement.

You understand and agree that you must let each Authorized User know that we report Account information in his or her name.

18. **INTERNET (ONLINE) TRANSACTIONS.** We subscribe to Verified by Visa (VbV). VbV is an enhancement that improves the security of Purchases made via the Internet by enabling us to verify your Account ownership during online purchases by using a password. VbV only relates to Internet Purchases from merchants that also participate in VbV. If you make Purchases through the Internet, you may register your Card at [www.visa.com](http://www.visa.com), where you will be asked to enter account information and personal data for identity confirmation. You will be able to shop at participating VbV Internet merchants with no changes to the shopping or checkout process. Should you shop at a VbV participating Internet merchant and have not yet registered your Card, you may be required to register with VbV before completing the transaction.

19. **FOREIGN TRANSACTIONS AND CURRENCY CONVERSION RATE.**

(a) **Foreign Transactions.** A foreign transaction is any transaction that you complete or a merchant completes on your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consultants. There is no fee for foreign transactions.

(b) **Currency Conversion Rate.** Transactions will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The conversion rate to dollars will be at (i) the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government mandated rate, whichever is applicable, in effect for the applicable central processing date, in each instance, plus or minus any adjustments determined by the issuer. The conversion rate may be different from the rate on the day the transaction took place or the date the transaction posted.

20. **PROHIBITION AGAINST USING ACCOUNT FOR MARGIN STOCK.** You agree that you will not use the Account to purchase or carry margin stock (as defined in Federal Reserve Board regulations).

21. **ILLEGAL ACTIVITY.** You agree not to use your Card or Account, directly or indirectly: (1) in a manner that would constitute a crime under local, state or federal law, or in any illegal activity or transaction, including without limitation any "racketeering activity" as defined in 18 USC § 1961; or (2) for any gambling, gaming, betting, or similar activity or transaction. Such transactions include, but are not limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. Display of a payment card logo by an online merchant or acceptance of a Visa Card by an online merchant

does not necessarily mean that the transaction is legal in the jurisdiction in which you are located. In the event that a charge or transaction described in this paragraph is processed, you will still be responsible for such charges. Any such illegal or other prohibited use constitutes an unauthorized use and can result in cancellation and termination of your Account. You 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.

## 22. CASH BACK REWARDS

(a) **Terms and Conditions.** Eligible Life Matters Premium Cash Back Visa Credit Card Accounts earn 2% cash back on qualifying personal, family, or household purpose purchases, minus returns, you charge to your eligible Life Matters Premium Cash Back Visa Credit Card as provided for in the Cash Back Program Terms and Conditions which may be found at [hawaiiusafcu.com/rewards](http://hawaiiusafcu.com/rewards). Cash back is not eligible on finance charges, fees, cash advances (including purchase of crypto currency and foreign currency), convenience checks, Debt Protection charges, PIN-based purchases, payment of existing card balances, balance transfers, ATM transactions, Interlink-processed transactions, purchases of and any fees paid towards gift cards, pre-paid cards, re-loadable cards, or payments made for payment instruments that can readily be converted to cash (for example, travelers' cheques, money orders, wire transfers, lottery tickets, casino gaming chips, off-track betting, wagers) or impermissible purchases such as purchases made for business purposes. Cash back in this program may not be used with any other offer, promotion or discount; cannot be earned from, transferred to or combined with any other member's credit card or debit card account(s) points for redemption; and cannot be used to satisfy any minimum monthly payment obligation on your account. Cash back rewards will be paid to you annually (subject to change), and no minimum amount required per redemption transaction.

(b) **Forfeiture of Rewards.** If for any reason your Account is closed, including but not limited to moving to another HawaiiUSA Credit Card, you will lose your unredeemed cash back balance immediately. We reserve the right to disqualify you from participation in this rewards Program in the event of fraud, abuse of Program privileges, if your Account is considered to be in Default, or you or your Joint holder of this Account cause us a loss or violation of the Terms and Conditions as determined by the sole judgment of HawaiiUSA Federal Credit Union. Such termination may result in the forfeiture of any accumulated cash back rewards.

(c) **Termination.** We reserve the right to terminate the Cash Back program at any time upon providing any notice required by applicable law. If terminated, we shall not be responsible or liable for any rewards you have earned and did not use prior to the end of the program. Also, if your Account is closed for any reason, any unused accrued points will be forfeited.

23. **CREDIT INFORMATION.** You warrant that the information on any credit application that you have given us to get your Account or Card is correct. We may retain your application. You agree to notify us immediately if any information on your application becomes incorrect, including a change in your name, address, employment or financial status. You authorize us to investigate your credit standing when opening, renewing, or reviewing your Account. You authorize us to disclose information regarding your Account and our credit experience with you to credit bureaus and others to the extent permitted by law. You understand and agree that we may make changes to the terms of your Account based on information in your credit history. You understand that it is a violation of section 1014, title 18, US Code, to make false statements or over-value security for the purpose of influencing the action of any federally insured credit union, including HawaiiUSA.

24. **DEFAULT.** You will be in default if: (1) you do not pay at least the Minimum Payment Due or other required payment by the Payment Due Date; (2) you violate any of the terms of this Agreement; (3) your creditworthiness is impaired; (4) you make any false or misleading statements in any credit application, credit update or other communication to us; or (5) you die, are declared incompetent or mentally incapacitated, become insolvent, or are the subject of bankruptcy or receivership proceedings. You agree to inform us if you become aware of any event or condition that may constitute a default as described in this paragraph. We have the right to demand immediate payment of the entire Account Balance if you default, subject to our giving you any notice required by law.

25. **CLOSING OR SUSPENDING YOUR ACCOUNT; ACCELERATION.** If you default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges, and/or we may demand immediate payment of the Account Balance. We may close or suspend your Account at any time, without notifying you, as permitted by law. We are not liable to you for any transactions that are denied due to our decision to close, suspend or terminate your Account. You agree that you will not attempt to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may close your Account at any time by notifying us in writing, and you must return all Cards that were issued for your Account. If we close or suspend your Account, or if you close your Account, you understand and agree that you remain obligated to repay the entire Account Balance. You understand and agree that interest charges at the APR as permitted under this Agreement will continue to accrue until you repay your entire Account Balance.



26. **COLLECTION COSTS.** To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your Account to an attorney who is not our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

27. **LIABILITY FOR UNAUTHORIZED USE.** If you notice the loss or theft of your Card, PIN or Account number, you should call us immediately at 1-800-654-7728, or write to us at: Credit Card Security Department, P.O. Box 31112, Tampa, FL 33631-3112. Telephoning is the best way of keeping your possible losses down.

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability for unauthorized use will not exceed \$50. Subject to investigation, verification of your claim, and account standing and history, you will have no liability for unauthorized Purchases made with your Card through Visa, unless you acted with gross negligence or fraud, or delayed in reporting unauthorized use. You agree that in the event of a lost, stolen, not received or counterfeited card or fraudulent activity on your Account, you and all parties given access to the Account will complete an affidavit of forgery in a form approved by the Credit Union. You also agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft or possible unauthorized use of your Card, PIN or Account number and to comply with such other procedures as we may require in connection with our investigation.

You are responsible for the safekeeping of your Card, PIN, and Account number.

28. **STATEMENTS.** Your Card or other Account activity will be reflected on your Statement. We will send you a Statement for each Billing Period in which Transaction activity has occurred on your Account. Your Statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, Cash Advance, credit, or other receipts cannot be returned with the Statement. You agree to retain copies of such receipts furnished at the time of the transaction in order to reconcile your Statement. If you request a copy of any sales draft or similar document, a Statement fee of \$5.00 may be imposed by us. This fee will not be imposed, however, if it was requested in connection with a billing error. Statements will be mailed or delivered electronically if you have agreed to receive notices from us in an electronic format.

29. **INACTIVE ACCOUNT:** If your Account does not have any activity for twenty-four (24) consecutive months, it will be considered an inactive account and your ability to take advances against your Credit Limit may be suspended. If your Account is inactive for twenty-four (24) consecutive months, we may close it.

30. **RETURNS AND ADJUSTMENTS.** If a merchant discloses a policy such as "no returns," "no refunds," "no return or credit without receipt," "as is," "store credit only" or "all sales final," you will be bound by that policy when you use your Card to buy goods or services from that merchant. A merchant refund to your Account will post to your Account as a credit. We do not control when a merchant sends an Account credit. We will choose how to apply the credit to your existing Account Balance. If a credit fails to post to your Account, you may request our help in having the credit applied to your Account by sending us a copy of the credit receipts until the credit is properly applied to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future Transactions, or if it is \$1.00 or more, refund it on your written request or automatically after six (6) months.

31. **DISPUTES WITH MERCHANTS.** We are not responsible for the refusal of any merchant or financial institution to honor your Card. If you have a dispute with a merchant or financial institution, you must make a good faith attempt to resolve the dispute with the merchant or financial institution. If you cannot do so, you must send written notice of the dispute to Customer Service, P.O. Box 31112, Tampa, FL 33631-3112 and to the merchant or financial institution. We will then investigate the dispute and take such action as required under the Federal Truth in Lending Act.

32. **INVESTIGATIONS.** You agree to cooperate fully with the investigation of any merchant dispute or unauthorized transaction regarding your 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 (1) we will be subrogated to, and you shall assign to us, all rights that you have against any merchant, financial institution, or unauthorized user, (2) you will do whatever is necessary to enable us to exercise our rights and will cooperate with us, and (3) 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.

33. **CHANGE OF TERMS.** This Agreement is the contract that applies to all Transactions on your Account even though the sales, cash advance, credit, or other slips you sign or receive may contain different terms. Subject to applicable law, you understand and agree that we may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including

financial terms, including rates and fees by providing notice as required by law. The new terms will apply to your existing Account Balance and all fees and charges accrued at the time of the change as well as to any future Transactions, to the extent permitted by applicable law.

34. VISA ACCOUNT UPDATER (VAU). VAU is an account updating service in which your Card is automatically enrolled. When your Card expires, is lost or stolen and a new Card is issued, the service may update relevant Card data (Card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your Account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call (808) 534-4300 or (800) 379-1300 to do so.

#### 35. NOTICE

(a) To Us. If there is any notice that you need to give to us, call us during our business hours at (808) 534-4300 on Oahu, or toll free at (800) 379-1300, or write to us at: HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, HI 96817-3946.

If you email us, we may not immediately review it. We will not take action based on email requests until a Credit Union employee reads the email and has a reasonable opportunity to act. Do not include any personal or confidential information in any email that you send to us, whether through online banking or through a different email provider.

We will never contact you by email, telephone, mail or other type of correspondence and request your account number, PIN, password, username, or other access code. If you are contacted by anyone asking for your account number, PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

(b) To You. If you move, you must give written notice of your new address. Whenever we are required to give you notice for something, we will mail it to you at the address we have for you in our records. If you sign up for electronic statements, notice may be provided by email. If there is more than one person on the Account, notice to any one of you constitutes notice to all of you.

36. APPLICABLE LAW; VENUE. Your Account was approved and issued in the State of Hawaii, and all extensions of credit are being made from the State of Hawaii. You agree that the laws of the State of Hawaii (without regard to conflict of laws provisions) apply to this Agreement, to the Account and to use of the Card, wherever that takes place. Any action with respect to this Agreement, the Account or use of the Card may be brought or transferred to federal or state courts located in Honolulu, Hawaii.

37. RENEWALS. If you move out of the State of Hawaii, your Account may not be renewed.

38. NONTRANSFERABILITY. You may not transfer or assign your Account or Card without our prior written consent, which we may withhold in our sole discretion. We may sell, transfer or assign this Agreement and your Account to a third party at any time without notifying you.

39. SEVERABILITY AND FINAL EXPRESSION. This Agreement is the final expression of the terms and conditions of your Account. This Agreement may not be contradicted by evidence of any alleged oral agreement. If any provision in this Agreement is found to be invalid or unenforceable, all other provisions shall remain in full force and effect.

40. INTEGRATED DOCUMENTS. Any separate sheet of paper identified as an "Addendum" or "Amendment" to this Agreement is an integrated part of the Agreement.

41. BUSINESS DAYS. Our Business Days and hours for our Member Solution Center (808) 534-4300 on Oahu, or toll free at (800) 379-1300 are Monday to Friday, 8:00 am to 6:00 pm, and Saturday, 9:00 am to 1:00 pm. All times are Hawaii Standard Time (HST). Holidays are not included.

42. COPY RECEIVED. You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

43. ENFORCING THIS AGREEMENT. We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

44. MEMBERSHIP REQUIREMENT. You understand and agree that you must be and remain a member in good standing with us to be eligible for continuing Account and/or Card privileges, including future Transactions. You understand and agree that we may suspend or close the Account and/or Card privileges during any period in which you do not maintain your membership with us.

45. CALL MONITORING: You agree that your communications to and from the Credit Union, including but not limited to communicating by telephone, text message, chat, email, or our website, will be monitored and recorded to improve member service and security.

46. MOBILE PHONES AND OTHER DEVICES: Smart phones, some tablets or other mobile devices (a "mobile device") can download, store, and/or access Account information. This means they can be used to make purchases or other transactions through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance. Applications that enable your mobile device and use your Card to make transactions will have unique terms governing those applications and may have separate terms of use. We are not responsible if you violate those terms, or for any consequences resulting from any violation. Any such transactions are governed by this Agreement. When your ACCOUNT is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your CARD. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, that can be the same as giving that person your credit CARD.

47. NOTICE. See the statement below for important information regarding your right to dispute billing errors.

**YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

**This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.**

**What to Do If You Find a Mistake on Your Statement**

If you think there is an error on your Statement, write to us at HawaiiUSA Federal Credit Union, Customer Service, P.O. Box 31112, Tampa, FL 33631-3112

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We also will tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights if You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at HawaiiUSA Federal Credit Union, Customer Service, P.O. Box 31112, Tampa, FL 33631-3112.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.