

AGREEMENT FOR ELECTRONIC PAYMENTS AND DEPOSITS, ATM CARD,
VISA® CHECK CARD, INSTANT PHONE SERVICE, ONLINE BANKING AND
BILL PAYMENT SERVICE

In this Agreement the words "you" and "your" refer to the member(s) and anyone else who has been authorized by the member(s) to use any or all of the following services: Electronic payments and deposits, Instant Phone service, Online Banking and Bill Payment service, VISA® Check Card, and ATM Card (the credit union's Automated Teller Machine card). The words "we", "us" and "our" refer to the Honolulu Federal Credit Union (HFCU). This Agreement is the contract, which covers and sets forth your and our rights and responsibilities and explains how you may use each of the above named services. Your acceptance of the card(s) or use of any of the services described in the Agreement means that you are in agreement with all of the terms and conditions stated herein.

TYPES OF SERVICES AVAILABLE

1. Electronic Funds Transfers made through an Automated Clearing House (ACH). From time to time you may give someone other than us advance authorization to electronically transfer money to your Regular Share or Share Draft accounts. However, funds may be distributed to other sub-accounts provided you complete one of our internal payroll distribution forms. In this agreement, we will call the person you authorize to transfer the money a "third party", and we will call these accounts "deposit accounts". An electronic transfer into your account by a third party may be used if an employer or a government agency owes you money, for example. We will call these transfers "electronic deposits". When you purchase goods or services, you might authorize a third party to transfer money from your Share Draft account to pay for them. You may also arrange to have us pay your HFCU loans through an authorized third party. We will call these transfers "electronic payments". The section labeled "other terms and conditions" will explain some of your rights and obligations for electronic payments and electronic deposits that you authorize in advance.
2. Instant Phone Service Audio Response System. This service (hereafter known as "Instant Phone Service") allows you to obtain information about your account(s), transfer funds between share accounts (Regular Share, Share Plus, Christmas Shares and Share Draft accounts) or make payments on your HFCU loans from your share accounts. You must have a touch-tone telephone and a Personal Identification Number (PIN) to use Instant Phone Service. For your protection you MUST guard the secrecy of your PIN. If you permit someone who has not been authorized by the credit union to use this service, the service will be revoked. The following services are available: (a) Transfer within your account. (b) Disbursements by check from shares (check made payable to primary member only, and mailed to address on file). (c) Share & Loan balance inquiries. (d) Share draft clearance inquiries. (e) Last deposit date and amount. (f) Year to date and prior year's dividends earned. (g) Year to date and prior year's interest paid. (h) Previous year's mortgage interest paid. (I) Current year's mortgage interest paid. (j) Loan payoff amount. (k) Share and Loan rates.
3. Automated Teller Machines (ATM) Card. Upon approval of your request for an ATM card(s), you will be mailed card(s) which will allow access to your Share Draft and either Regular Share or Shares Plus account. Most ATMs only recognize savings or checking, thus if you choose savings, the sub-account selected at the time of application will be

used. ATMs displaying the CO-OP, AFFN or Plus Logos may be used. Note: ATMs that charge a surcharge will allow you to exit before the transaction is completed. For a list of institutions that do not surcharge visit our web site at www.honolulufcu.com or call us. All First Hawaiian Bank ATMs and ATMs displaying the CO-OP Network Logo do not charge a surcharge. If you permit someone who has not been authorized by the credit union to use your ATM card, the card will be revoked. You must have a Personal Identification Number (PIN) in order to use your ATM Card. For your protection you MUST guard the secrecy of your PIN and you agree not to write it on your ATM Card and not to keep it any place where it may be found with your ATM Card. A PIN will be mailed to you after you have received your ATM Card. You may use your ATM Card for the following types of transactions to your account: (a) Cash withdrawals. (b) Balance Inquiries. (c) Deposits (only at Honolulu City & County EFCU's "Kalabash" ATMs and at designated CO-OP Network ATMs). The following holds are placed on checks deposited at ATMs (days refer to the first business day after the banking day of deposit: Day 0-zero available, Day 1-\$100 of an aggregate daily deposit, Day 2-remainder available. (d) Transfer from savings to Share Draft or Share Draft to savings (available online only). (e) You may use your ATM card to perform Point of Sale (POS) PIN-based transactions to purchase merchandise or services directly from your Share Draft checking account at participating merchants where the INTERLINK and AFFN logos are displayed. You MUST have a Share Draft checking account to utilize this service. ATMs may not be available during routine maintenance periods. At some locations, business hours may restrict access.

4. Online Banking and Bill Payment Service

a) Requirements: PC with TCP/IP, Browser that supports Secure Socket Layer (SSL), including any of the following: Microsoft Internet Explorer 5.5 or higher, Netscape 4.7 or higher and AOL 6.0 or higher

b) Online Banking: This service allows you to obtain information on your account over the Internet with identical services listed with the Instant Phone Service, in addition to the ability to print statements. A PIN is required for your protection and you MUST guard the secrecy of your PIN. If you permit someone who has not been authorized by the credit union to use this service, the service will be revoked. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or computer communication equipment. We will deny access to the online banking service if an incorrect pin is entered three (3) times. If access is denied contact the credit union at (808) 524-4961.

c) Bill Payment Service: If you elect the Bill Payment Service, you may pay bills from your share draft account via the Internet to vendors you have identified.

- Schedule recurring preauthorized payments or one-time bill payments to third party vendors;
- Add or edit your vendor list;
- Verify that information submitted regarding payments is correct;
- Use e-mail to contact FCU regarding questions about bill payments;
- View a history of payments made over a specified time period up to 90 (ninety) days.

Open payee enrollment gives members unlimited capacity to add payees. In order to establish a level of quality control, your payees will be notified. Successful notification

may take up to 4 days. Therefore, when setting up a payment for a new payee, please wait until the Payee Status reads "ACTIVE". After you add a vendor for bill payment, your vendor list will show whether the vendor will be paid by an electronic draft or by paper check, mailed to the payee. You authorize us to choose the most effective way to process your payment or transfer request. Any payee paid through the Bill Payment Service must be payable in U.S. Dollars. You may not use the Bill Payment Service to make payments to a payee with a foreign address, a federal, state or local government or tax unit and collection agencies. Do not initiate loan payments directly to the Honolulu Federal Credit Union or to other categories of payees that we may establish from time to time. The maximum amount allowed to each payee per payment is \$9,999.99.

When scheduling payments, it may take up to 5 business days to reach the vendor (payee). You must allow sufficient time for the payee to receive and process the payment before the payment due date. If you do not allow sufficient time, you assume full responsibility for all late fees, finance charges, or other actions taken by the payee. We will not be liable for late charges, service fees, or any other charge if you do not schedule payments as required above. The new payment date for a recurring payment is adjusted based on frequency. If the new payment date is on a weekend or holiday, the next business day will be used. When an account is debited on the Payment Start Date and there are not enough funds for the payment, Overdraft Protection may be applied provided there is sufficient availability and the Line of Credit loan is not in default. Reasons why a payment can't be generated include non-sufficient funds, uncollected funds, restrictions, dormant account, closed account and a vendor initiated reason. You must re-initiate another payment over the Internet when the exception reason is resolved.

· **Stop Payment:** Payments that are pending or not issued may be deleted or modified while using the Bill Payment Service. If, however, the payment is already reflected in the Bill Payment history and you wish to request a stop payment or change a Bill Payment Service transaction, you must contact the credit union. We may also require you to put your request in writing within fourteen (14) days after you call. You may not place a stop payment on an electronic draft.

· **Liability for Failure to Stop Payment:** If you order us to stop payment of a paper check in accordance with the procedures set forth in this Agreement and Disclosure Statement, and the Bill Payment Service provider does not do so, we and/or the Bill Payment Service provider will be liable for your losses and damages.

5. **VISA® Check Card.** You may use your check card (hereafter known as Fast Check Card) to perform services listed in the ATM Card section in addition to purchase merchandise or services directly from your Share Draft account at participating merchants where the VISA logo is displayed. This is a POS (signature-based) transaction. If you permit someone who has not been authorized by the credit union to use your Fast Check Card, the card will be revoked. You must have a Personal Identification Number (PIN) in order to use your Fast Check Card for ATM and POS (pin-based) transactions. For your protection you **MUST** guard the secrecy of your PIN and you agree not to write it on your Fast Check Card and not to keep it any place where it may be found with your Fast Check Card. If you are entitled to a refund for any reason for goods and services obtained with your Fast Check Card, you agree to accept credit to your account instead of a cash refund. You **MUST** have a Share Draft checking account

to utilize this service. You may not place a stop payment on any purchase described above, POS transaction or ATM transaction.

a) Foreign Transactions. Purchases and advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. To the extent that you have used your Fast Check Card to purchase goods or services, or to obtain an advance, in another country, your statement may reflect the conversion into U.S. dollars of transactions which occurred, initially, in a different currency. The exchange rate applied to such transactions are the (1) the wholesale market rate or (2) the government-mandated rate, in effect one day prior to the processing date, increased by one percent.

6. Electronic Check Conversion/Electronic Returned Check Fees. Your checks may be used to initiate certain electronic fund withdrawals from your account. Participating merchants will scan information from your check and process the transaction electronically, not through the check collection process. If you pay for purchases or bills with a check, you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.

a) Point of Purchase (POP): Transactions are made in person by you using a blank check.

b) Re-presented check (RCK): Transactions are made by the merchant using a returned check that was returned for insufficient or uncollected funds.

c) Accounts Receivable (ARC): Checks are converted to a single electronic entry by the merchant or payee.

OTHER TERMS AND CONDITIONS

1. PAYMENTS AND DEPOSITS THAT WE AGREE TO HONOR.

a) Electronic Deposits and Payments. We agree to honor electronic payments and deposits if they are properly presented through the Automated Clearing House (ACH) system, or if they are properly presented by a third party with whom we have an agreement to honor them, provided that:

1. In the case of an electronic payment or transfer, you have enough collected funds in your account to cover the transaction or you have available Line of Credit overdraft coverage.

2. In the case of an electronic deposit, we actually receive enough money to cover the deposit from the third party.

3. Electronic payments may be paid out only through your HFCU Share Draft account.

4. Provisional Payment. Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

5. Uniform Commercial Code Article 4A. Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as

provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

2. LIMITATIONS ON TRANSFERS AND WITHDRAWALS

Your use of Instant Phone Service to transfer funds between accounts or make withdrawals are subject to the following limitations:

a) A transfer which activates your Line of Credit, if you have one, will be repaid under your HFCU Line of Credit Agreement. If there are more than one of you, you and we agree that all of you are entitled to request and receive overdraft advances. You also agree not to do any transaction that would cause the outstanding balance under your Line of Credit Agreement to go above your credit limit. We, our data processors or our intercept processor may also limit or refuse to complete your transactions when we have to do so for security reasons.

b) Limitations on individual programs include:

1. INSTANT PHONE SERVICE AND ONLINE BANKING

- a. Limited to six (6) transfers per calendar month when funds are coming out of your Share Plus, Regular Shares, or Christmas accounts
- b. Unlimited transfers per calendar month when funds are coming out of your Share Draft accounts
- c. Amounts transferred may not exceed your available limits.
- d. For Online Banking only, no transfers or withdrawals from IRA accounts.

2. ATM CARD AND FAST CHECK CARD

a. Daily dollar limits that apply to ATM withdrawals, Point of Sale (POS) transactions, and VISA purchases based on the following card types and are subject to the available funds in your account. Funds being reserved for authorized but unposted purchases may not be used to pay checks, other debits, or withdrawals.

<u>Card</u>	<u>Transaction Type</u>	<u>On-line/Off-Line Limits</u>
ATM, Fast Check Card	Withdrawal	\$400.00/\$200.00
ATM Card	POS (PIN-based)	\$400.00/\$200.00
ATM, Fast Check Card	Transfers	Unlimited*/NA
Fast Check Card	VISA Purchases	Unlimited**/\$200.00
Fast Check Card	Customer Not Present	\$1000.00/\$200.00
Fast Check Card	POS (PIN-based)	Unlimited**/NA

*Limited to funds available in your Share Draft checking and designated Share or Share Plus savings account.

**Limited to funds available in your Share Draft checking account.

Limitation to the number of transactions (usage) that can be performed within 24 hours.

<u>Card</u>	<u>Transaction Type</u>	<u>Usage</u>
ATM, Fast Check Card	ATM Withdrawals	Maximum 10 transactions
Fast Check Card	POS/VISA Purchases/CNP	Maximum 10 transactions

Certain transactions may be made only if the ATM or POS terminal bears a logo for one of the networks in which the credit union is a participant. The reverse side of your ATM card or Fast Check card indicates the logos of participating networks at the time such cards were issued to you or you may call the credit union for a current list of participating networks. A lower limit may be set by the financial institution, which owns the ATM.

3. LIMITATIONS ON INQUIRIES. Inquiry limitations on specific programs include:

a) INSTANT PHONE SERVICE AND ONLINE BANKING

1. Share Draft inquiries are limited to Share Drafts cleared in the last three (3) months. Please limit your inquiries to not more than ten (10) Share Drafts per day for Instant Phone Service.

b) ATM CARD AND FAST CHECK CARD

1. Inquiries are limited to your balance(s) in your Share Draft and designated share accounts.

2. Not all ATMs are capable of providing balance inquiries.

4. NO FEES FOR ELECTRONIC PAYMENTS, DEPOSITS, TRANSFERS AND WITHDRAWALS. We will not charge you any fees for the use or for the right to use electronic payment and deposit, Instant Phone Service, or Online Banking.

5. NO FEE FOR FIRST TEN (10) ATM TRANSACTIONS. A fee of \$1.00 for each withdrawal transaction exceeding ten (10) per month is posted at the end of each month. Please note, some other institutions ATMs may disclose a surcharge for ATM transactions. If you make transactions at these ATMs, the imposed fees will be deducted from your account.

6. PERIODIC STATEMENTS AND RECEIPTS.

a) Transactions performed at ATMs. You can get a receipt at the time you make a withdrawal from your share draft or share account using your ATM card at any designated terminal. You will receive an account statement(s) for every statement period in which you made a transaction. Statement periods end on the last day of each month.

b) All other share accounts. You will receive an account statement(s) at least quarterly. You will receive a monthly account statement(s) for every month you complete any of the following transactions: Instant Phone Service or Online Banking check withdrawals.

c) Check Electronic Transactions. 1)The check you use for a POP transaction should be blank and not previously voided or negotiated or used in any prior POP transaction.

After it is scanned, the merchant should mark it void and return it to you. You should sign and receive a copy of your authorization along with the information relating to the merchant and transaction. 2)Merchants who may initiate a RCK transaction must provide notice to you, before accepting your check, that your returned check may be collected electronically if the check is returned for insufficient or uncollected funds.

d) Other Transactions. The merchant is required to furnish you with a receipt at the time you make any POS purchases with your ATM card or Fast Check Card.

7. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

a) ELECTRONIC DEPOSITS AND PAYMENTS. You will not be liable for unauthorized electronic payments originated by a third party from your Share Draft account EXCEPT as stated below:

If your statement shows unauthorized electronic payments or transfers that you did not make, tell us at once. Telephoning is the best way to limit your possible losses. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped the third party from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

The number to call or address to write to is listed in section 8 of this agreement. When calling or writing, please give us the information requested as outlined in section

- b) **IMPROPER WITHDRAWAL.** If for some reason there is an improper withdrawal, you agree to pay us immediately the amount improperly withdrawn and our current overdraft charges for each improper withdrawal (other than by an extension of credit by us to you). If you fail to comply under this agreement, we may without notice, demand or apply all or any portion of your account's funds to pay us this indebtedness.
- c) **INSTANT PHONE SERVICE OR ONLINE BANKING.** (Same procedure as electronic deposits and payments).
- d) **ATM CARD AND FAST CHECK CARD.** You are responsible for all transfers you authorize using your ATM card or Fast Check Card under this Agreement. If you permit other persons to use your Card or your access code you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at ONCE if you believe your Card or Code has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts with us without your authority. Telephoning is the best way of keeping your possible losses down. If you notify us that your Fast Check Card used for purchases has been lost or stolen within (2) business days of your discovery, you may not be liable for any losses. VISA's zero liability policy does not apply to ATM transactions or to PIN transactions not processed by VISA. If you notify us that your card has been lost or stolen within (2) business days of your discovery, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, notify us at once by calling the phone number listed in section 8 IMMEDIATELY AND by writing to us listing the information as outlined in section 13 of this agreement.

8. TELEPHONE NUMBER AND ADDRESS AT WHICH WE ARE TO BE NOTIFIED IN THE EVENT OF AN UNAUTHORIZED TRANSACTION. If you believe that an unauthorized transaction has been made from your account, call us at: 808 486-7554 from 8:00 a.m. to 4:00 p.m., Monday through Friday, or write to Honolulu FCU, 2200 Kamehameha Hwy., Suite 103, Honolulu, HI 96819-2356. Fast Check Card Activation call (866) 333-9337. Report Lost/Stolen Fast Check Card call (800) 472-3272. Note: Reporting unauthorized ATM Card and Fast Check Card transactions to the credit union must be in writing. You should also call us immediately because telephoning us may help limit your losses (see section 7 for more details).

9. ELECTRONIC PAYMENTS.

a) **Right to Stop Payment and the Procedure for Doing So.** If you have made arrangements for electronic payments to be made regularly out of your Share Draft account to a third party, under Federal law you can stop any of these payments. Call or

write us at the address listed above. Please notify us at least 3 or more business days before the electronic payment is scheduled to be made. If you call us, we may require that you put your request in writing and that we receive it within 14 days after your call. We will charge you \$5.00 for each stop payment order you give.

b) Notice of Varying Amounts. If you arrange with a third party for electronic payments that vary in amount to be paid regularly from your Share Draft account the third party will tell you 10 days before each electronic payment, when and how much each electronic payment will be. You may choose instead to get this notice only when the electronic payment differs by more than a certain amount from the previous one, or when the amount falls outside certain limits that you have set.

c) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

10. FINDING OUT ABOUT A RECURRING ELECTRONIC DEPOSIT. If you have arranged to have electronic deposits made to your deposit accounts at least once every 60 days from the same third party, you can call us at (808) 486-7554 to find out whether or not the deposit has been made. For your protection, we will ask for account identification. We are not required to provide this information if the third party making the electronic deposits tells you every time an electronic deposit is sent, although we may do so from time to time.

11. TRANSACTIONS THAT WE DO NOT COMPLETE. If we are properly instructed to complete a transaction and we do not complete it on time or in the correct amount according to our agreement with you, we will be liable by law for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a) If through no fault of ours, you do not have enough collected funds in your account to complete a transaction, and you do not have available Line of Credit overdraft coverage;
- b) If you used your Card or access code in an incorrect manner.
- c) If the funds in your deposit accounts are subject to legal process or other encumbrance restricting the transaction.
- d) If circumstances beyond our control (such as fire, flood, an ATM running out of money, etc.) prevents the transaction from being completed despite reasonable precautions that we have taken;
- e) If we terminate this agreement;
- f) If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- g) If the authorization for your transaction(s) has been revoked by law (i.e. in case of death or incompetence);
- h) The ATM does not have enough cash;
- i) The ATM was not working properly and you knew about the breakdown when you started the transfer;
- j) If there are other exceptions provided by applicable law;
- k) If anyone refuses to honor your Fast Check Card;
- l) If the error was caused by a system of any participating ATM network;
- m) If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers; or
- n) Any other exceptions as established by the Credit Union.

12. DISCLOSURE OF INFORMATION ABOUT YOUR DEPOSIT ACCOUNTS. In the ordinary course of business, we may disclose information to others about your deposit accounts or the transactions you make:

- a) Where it is necessary for completing transactions to or from your accounts or resolving errors involving them;
- b) In order to verify the existence and condition of your deposit accounts for a third party, such as a credit bureau, other consumer reporting agency or merchant;
- c) In order to comply with orders or subpoenas of government agencies or courts;
- d) To answer inquiries for EFT error information from other institutions with which you have an agreement; or
- e) If you give us your written permission.

13. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFT, INSTANT PHONE SERVICE, ATM CARD OR FAST CHECK CARD TRANSACTIONS. Direct inquiries to the credit union by calling (808) 486-7554 or writing to the address shown on the front of your periodic statement, as soon as you can, if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You should:

- a) tell us your name and account number.
- b) describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 10*** business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days we will not credit your account.

If we decide that there was no error, we will send you written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have previously credited your account, we will notify you that the account is being debited again for the amount of the credit. We will honor, for the period of investigation and for 5 business days after transmitting your debiting notice, checks, drafts or other similar paper instruments payable to third parties and electronic payments from your Share Draft account up to the amount that was in dispute.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 days instead of 10 business days.

** If you give notice of an error within 30 days after your make the first deposit to your account, notice of an error involving a point of sale transactions, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we have 90 days instead of 45 days to investigate.

*** If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case you will receive credit within 10 business days.

If your question is a routine inquiry about the balance in your account, or a request for duplicate copies of documentation or other information that is made only for tax or other record keeping purposes, we will not consider your question or request as an error, and our response may take longer than the time period stated above.

In addition to your rights under Federal Law which are described in this section, you may have other rights with regard to the resolution of errors under applicable State law or agreements.

If you have a dispute about goods and services you purchased from a merchant with your Fast Check Card or ATM Card (POS) or electronic check, you should settle the dispute directly with the merchant.

14. **OUR BUSINESS DAY.** Our business days are Monday through Friday, except for holidays observed by the Federal government.

15. **CHANGING OR TERMINATING THIS AGREEMENT.** We have the right to change this agreement from time to time. We will notify you at least 21 days before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons. If you wish to terminate this agreement, you may do so by notifying us in writing and by no longer using the service(s) in question. We also have the right to terminate this agreement at any time. Whether we terminate or you do, the termination will not affect your obligation under this agreement even if we allow any transaction to be completed after the agreement has been terminated. In the case of the ATM Card and Fast Check Card, any unexpired cards must be returned to us within 10 days of the termination.

16. **OUR RULES AND REGULATIONS AND OTHER AGREEMENTS.** Your deposit accounts may also be governed by other agreements between you and us and by our Rules and Regulations for deposit accounts.

17. **NOTICES.** All notices from us will be effective when we mailed them or delivered them to the last address that we have for you in our records. In case of joint accounts, notice to or from one account holder will be effective for all the account holders. Notices from you will generally be effective once we receive them at the appropriate telephone number or address specified in this agreement; but notices under Section 6 ("LIABILITY FOR UNAUTHORIZED TRANSACTIONS") will be effective once you have done whatever is reasonably necessary to give us information we need, such as by telephoning or mailing a notice to us.

18. **COLLECTION EXPENSES.** If we ever have to file a lawsuit to collect what you owe us, you will have to pay our reasonable expenses including attorney's fees.

19. **HAWAII LAW.** Any question under this Agreement will be decided by laws of the State of Hawaii, of the United States, and rules and regulations issued there under for credit unions, whichever is applicable. If any term of this Agreement cannot legally be enforced, the Agreement is to be considered changed to the extent necessary to comply with the law.

20. USE OF THE SERVICES. Your acceptance of card(s), signing your card(s) or use of any of the services described in this Agreement means that you are in agreement with all of the terms and conditions stated herein.

FOR INFORMATION ONLY (SUBJECT TO CHANGE)

ATM Access Sites-All Honolulu Federal Credit Union and First Hawaiian Bank ATMs do not charge a surcharge. Deposits may be made at Honolulu City & County EFCU ATMs and at designated CO-OP Network ATMs. Deposits can also be made at Hotel & Travel FCU on Kapiolani Blvd. For a list of ATMs that do not surcharge call us at (808) 524-4961 or visit www.honolulufcu.com. For the nearest location call the PLUS network at 1-800-843-7587.

Form HFCU 002 Rev. January 31, 2007