

University of Hawai`i Federal Credit Union Online Banking Agreement and Disclosure

Please read this information and print a copy
or retain electronically for your records.

Before enrolling in University of Hawai`i Federal Credit Union's Online Banking service, please review the policies and regulations that will apply to your accounts and transactions.

In this Agreement and Disclosure, the words "you" and "your" mean any of the Accountholders in whose name the Account is held. The words "we", "us", "our", "Credit Union", and "UHFCU" mean University of Hawai`i Federal Credit Union. The word "Account" means any one or more savings or other accounts you have with the Credit Union.

1. Acceptance and Agreement

This Agreement and Disclosure (the "Agreement") applies to your use of the Online Banking Service. It governs electronic access to any additional online or other electronic service(s) that the UHFCU currently makes or in the future may make available via electronic access and which you are currently or in the future may access or otherwise use ("Electronic Service"). In order to access an Electronic Service, you must request each service individually by agreeing to the terms and conditions pertaining to such service.

Your enrollment in Online Banking Service signifies your receipt of the disclosures and your agreement to be bound by the terms contained in this Agreement. Anyone using Online Banking and other Electronic Services shall indemnify, defend and hold University of Hawai`i Federal Credit Union harmless for any violation.

This Agreement supplements, but does not replace, the Electronic Funds Transfer Agreement and Disclosure and other information applicable to your UHFCU deposit accounts, including your Membership and Account Agreement, all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions and the terms and conditions of any credit agreements applicable to your UHFCU loan accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions.

2. Electronic Communication Disclosures

Electronic Signature

By selecting "I Agree" you are signing this Agreement and Disclosure electronically and you agree that doing so is the legal equivalent of you manually signing this Agreement and Disclosure and that you will be legally bound by its terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or to otherwise provide the UHFCU instructions via Electronic Access, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures, or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing (your "Electronic Signature"). You also agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature and that the lack of such certification or third-party verification will not in any way affect the

enforceability of your Electronic Signature or any resulting contract between you and the UHFCU. You also represent that you are authorized to enter into this Agreement and Disclosure for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement and Disclosure.

Valid and Current E-Mail Address, Notification and Updates

Your e-mail address is required in order for you to obtain Electronic Services. The UHFCU may notify you through e-mail when a Communication or updated agreement pertaining to Electronic Services is available. It is your responsibility to use Online Banking regularly to check for updates to Communications and also to check for updates to this Agreement and Disclosure and any other agreement for Electronic Services to which you are a party. To ensure that you continue to receive any such e-mail notice pertaining to Communications or an agreement pertaining to Electronic Services, you agree to keep the UHFCU informed of any changes in your e-mail address. You may modify your e-mail notification address by accessing Online Banking.

3. Technical Requirements

To use the Online Banking Service, you must have access to the Internet through an Internet Service Provider (ISP). You must also use Microsoft Internet Explorer version 7.0, Mozilla Firefox 3.5, Safari 3.1 or Google Chrome (the latest browser version is recommended). Your browser must have at least 128 bit encryption or higher. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment.

Personal computers and other devices ("Access Device") with Internet capabilities may be susceptible to viruses. You are responsible to ensure your Access Device is protected from and free of viruses, worms, Trojan horses or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files and/or your Access Device and could result in information being intercepted by a third party. The Credit Union will not be liable for any indirect, incidental, special or consequential damages which may result from such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via Online Banking Service due to any viruses residing or being contracted by your Access Device at any time or from any source. The Credit Union is not responsible for errors or delays or your inability to access the service caused by your Access Device.

You must have access to Adobe Acrobat Reader software (available at no charge at www.adobe.com), a printer or ability to download the eStatements for your records.

4. Online Banking Service

Subject to the terms and conditions of this Agreement, you may access Online Banking Service to:

- View account and loan balances for each of your selected Accounts, excluding certain mortgage loans with escrow services;
- View available account and loan histories for each of your selected Accounts, excluding VISA credit card accounts and certain mortgage loans with escrow services;

- Download account and loan histories to your computer's hard drive for use with financial software such as Microsoft Money, Microsoft Excel or compatible spreadsheet applications (you are responsible for confirming that any data is transferred correctly);
- Transfer funds between your Accounts and loans in your selected Accounts, excluding Visa credit card accounts and certain mortgage loans with escrow services;
- View copies of cleared checks;
- View regular monthly and/or quarterly eStatements and annual tax forms, when this Delivery Option is selected; and
- Enroll in additional Electronic Services.

5. Account Transfer

You may transfer funds to and from your Accounts where you are a signer, as long as:

- Sufficient funds are available in the transferring Account to complete the transfer; and
- Nothing in the terms and conditions of the Account agreement prohibit the transfer.

Transfers from your Account are subject to all of the transfer restrictions, if any, included in your Account agreement. For example, you are not allowed to make more than six transfers and withdrawals from your savings (Prime Share) account in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, debit card or similar order. You also are not allowed to transfer any funds which are secured as collateral for loans you have with a third party or us.

6. Additional Information about the Services

We may update or delay any or all services referenced in this Agreement to ensure security. We will deny access to the Online Banking service if an incorrect password is entered three (3) times. If access is denied, contact the Call Center at (808) 983-5500 or 1-800-927-3397 (Neighbor Islands/Continental U.S.). Additional information and instructions on use of the Online Banking Service may be found in this Agreement.

7. Limitation on Transactions

Unless specified, there is no limit to the number of times you may use Online Banking Services, and you may transfer or authorize payments up to the available balance in your Account at that time. However, we may:

- Set limits on the total dollar amount of any one transaction;
- Set limits on the daily amount of transfers out of the Account;
- Check and authorize each transaction before it becomes final;
- Limit the number of transactions in certain accounts as required by law. For Savings and Money Market accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers (including overdraft protection transfers) per account to another account of yours or to a third-party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third-party from your account upon oral or written orders

including orders received through the automated clearinghouse. You may make unlimited transfers to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend, or close your account.

- We may impose additional limits for security reasons.

We may update or delay any or all services referenced in this Agreement and Disclosure Statement to ensure cost effectiveness and security.

8. Enrollment and Use of Online Banking and Electronic Services

For consumer accounts, the primary accountholder may enroll in Online Banking and other Electronic Services and is responsible for the acts of any joint accountholder. Anyone enrolling warrants and represents that he or she is the primary accountholder and is authorized to enroll in the Service. Anyone using the Account warrants and represents that he or she has full authority to use the Service and to engage in any action taken by him or her.

For organizational accounts, Online Banking and other Electronic Services may be established by any authorized user. Anyone with the User ID and Password will be treated as if he or she were the primary accountholder for purposes of Online Banking and other Electronic Services.

9. Multiple Accountholders and Authorized Users

If the Account ordinarily requires joint action by two or more people to authorize a transaction, you agree that that requirement is deemed waived for any Online Banking and Electronic Services. This means that a joint accountholder or an authorized user, acting alone, may effect transactions through the Online Banking and other Electronic Services even though consent by two or more people may be required in other situations.

10. Password Security

In order to access Online Banking and other Electronic Services, you will need your account number and a password. You may change your password within Online Banking by using the "Change Password" option under "User Options." Make sure you enter a password which you can remember but cannot be easily ascertained by anyone else. To help safeguard your password, you should change it frequently.

Because your Password may be used to access information about your Accounts, to transfer money, to send funds to third parties, and perform other services, you should treat your Password and all Account information with the same degree of care and confidentiality that you use to protect other sensitive personal financial data. Do not give your Password to anyone who is not authorized to make transactions on your Accounts. You agree that anyone to whom you provide your Password will be deemed to be authorized to make Online Banking transactions on your Accounts, to the full extent provided by law. If you provide your Online Banking password to someone, you are providing that person with the ability via Online Banking to process transactions, access services, obtain account information to all accounts of the primary accountholder, review eStatements, apply for loans, and make transfers to third persons through Bill Payment, even if that person would not otherwise have such ability. You will be fully liable for all transactions performed by someone to whom you provide your Online Banking password, even if that person exceeds the authority you gave to him or her.

11. Authorization

You authorize us to debit your Account for any transactions processed through Online Banking or other Electronic Service, such as Bill Payment, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union 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 an 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.

12. Organizational and Business Accounts

This section applies to Accounts used for business, commercial, organizational, or non-profit purposes and all other Accounts that are not 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. For example, the limitations of your liability set forth in sections 15 and 17 below, and the time limits for responses from us in section 18 below, do not apply to Business Accounts except as otherwise required by law. 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 Online Banking and other Electronic Services.

For the purpose of this Agreement, a Business Account is any account that is not established and used primarily for personal, family or household purposes. For example, Business Accounts include DBA accounts, accounts held by any type of organization (partnership, limited liability partnership, corporation, limited liability company, nonprofit corporation, association, apartment owner or homeowner association, unincorporated association, religious, educational or charitable organization, etc.), and accounts used for an individual's business or any other non-consumer purpose.

13. Fees and Charges

The current fees and charges for Online Banking and other Electronic Services are set forth in the Schedule of Fees and are subject to change.

14. Documentation

You will receive a monthly account statement unless there are no transfers in a particular month. You may also generate a printed history of activity while using Online Banking Service. In any case you will get a statement of activity at least quarterly.

You are entitled to receive and retain a copy of this agreement and disclosure statement. Unless you inform us otherwise, you consent to electronic receipt of this agreement and disclosure statement, all Account statements, and other notices provided from time to time on our Online Banking Service web site by using our Online Banking Service or Bill Payment Service. You may request a free paper copy by calling UHFCU at (808) 983-5500 or 1-800-927-3397. You may revoke your consent in writing by contacting us by:

If you believe that we have reported inaccurate information about your Account to a consumer reporting agency, write to us at the above address. Please include your name, account number and a description of the suspected inaccuracy.

17. University of Hawai'i FCU Liability

Access to Online Banking services may be temporarily unavailable from time to time due to system updating, maintenance or technical difficulties. You agree that the Credit Union will not be liable for delay in transfers or payments in such cases. If we do not complete an electronic fund transfer to or from your Account in time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, you do not have enough money in your Account to make the electronic fund transfer;
- If any funds in your Account necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy;
- If the funds in your Account are pledged as collateral or frozen because of a delinquent loan;
- If the electronic fund transfer would go over your overdraft protection credit limit;
- If, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party;
- If the funds in your Account are subject to legal process or other encumbrances restricting the electronic fund transfer;
- If your computer, Access Device, modem, software, or Internet access is not working properly or you do not have the required software for Internet access;
- If our processing system was not working properly and you knew about the problem when you started the electronic fund transfer;
- If circumstances beyond our control (such as fire or flood) prevent the electronic fund transfer, despite reasonable precautions that we have taken;
- If you have not provided us with correct and complete information about the payee;
- If the payee is not a valid business payee;
- If you did not timely provide us with correct instructions as to when to make a payment;
- If the payee, on its own, mishandles or delays processing the payment sent by us;

- If you have Bill Payment service, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by us. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- If this Agreement is terminated;
- If the authorization for your electronic fund transfer is revoked by law or court order (in case of death or incompetence, for example); or
- If other exceptions are provided in other agreements we have with you or by applicable law.

We will not be required to complete any transaction in a situation described above. In the event that such a transaction is completed, you agree to pay us that amount that exceeds your Account balance or your line of credit or that is otherwise improperly withdrawn immediately upon request.

A cash withdrawal which activates your line of credit/overdraft protection account will be repaid in accordance with the terms of your loan agreement. We may also limit or refuse to complete your electronic fund transaction for security reasons.

18. In Case of Errors or Questions About Your Electronic Fund Transfers

In case of errors or questions about your electronic fund transfers, or if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer listed on the statement or receipt, contact us at the appropriate telephone number, e-mail address, or address listed below as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and your Account number;
- Describe the error or the electronic fund transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we will require that you send us your complaint or question in writing within ten (10) business days.

We will inform you of the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. Where applicable, we will credit interest and refund any fees or charges imposed on your Account. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 do not receive your complaint or question in writing within ten (10) business days after you inform us verbally, we will not credit your Account.

For errors involving transfers within thirty (30) days after the first deposit to the account was made, or initiated outside the United States, the periods referred to above are twenty (20) business days instead of ten (10) business days and ninety (90) days instead of forty-five (45) days.

23. Collection Expenses

If we ever have to file a lawsuit to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on appeal, bankruptcy proceedings, and any post-judgment collection actions.

24. Evidence

If we go to court for any reason, we can use a copy, microfilm or microfiche of any document to prove what you owe or that a transfer has taken place. A copy, microfilm or microfiche will have the same validity as the original.

25. Headings

The section headings used in this Agreement are for convenience only and shall not limit or affect the terms of this Agreement.

26. Governing Law

You acknowledge and agree that this Agreement was created in the State of Hawai'i, and shall be governed by and construed in accordance with the laws of the State of Hawai'i (without regarding to conflict of law provisions). Any action with respect to this Agreement or any Electronic Service may be brought or transferred to federal or state courts located in Honolulu, Hawai'i.

27. Waivers

No delay or omission by us in exercising any rights or remedies under this Agreement and Disclosure Statement shall impair or be construed as a waiver of such right or remedy. All waivers must be in writing and signed by us.

28. Contact Information

You can call UHFCU at (808) 983-5500 or 1-800-927-3397 during normal business hours, excluding holidays.

If you have questions about using the Online Banking Service, you may send your questions to us via the Online Banking Service Communication Center, a secure messaging system.

We may not immediately review communications that you send. We will not take action based on requests sent via the Online Banking Service Communication Center until a UHFCU employee reads the communication and has a reasonable opportunity to act. If you need to contact UHFCU immediately, you may contact us at the telephone numbers listed above, or visit any branch.

29. Notices

All notices from us will be effective when we have electronically provided, mailed or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in this Agreement. If more than one person holds

the Account, notice to or from one of the Accountholders will be effective for every Accountholder. We reserve the right to change the terms and conditions upon which the service is offered.

We will notify you at least twenty-one (21) days before the effective date of a change that may have a negative impact on you. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

It is important that you inform UHFCU if your e-mail address changes. We may send you important information by e-mail. Please note, however, that we will never contact you by e-mail, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

30. Logging On and Logging Off of the Service

It is important that you close all other Windows before accessing Online Bank Services (or other Electronic Services), and that you not open other Windows while you are logged on to any Service. It also is important that you end each session by properly logging off of the Service and closing the Window for the Service. Having other Windows open while you are logged on to the Service, or failing to log off of the Service and closing the Window properly, may increase the risk of unauthorized access to your Account.

31. Security

You understand and agree that we do not guaranty the security of the Internet and shall not be responsible for any unauthorized third party interception or use of any information sent or received electronically. You agree that we have no liability to you for any loss, claim or damages arising out of or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity of or to verify any e-mail or other electronic communication. Further, we may respond to any e-mail at the address provided in the communication, or any e-mail address provided in our account records. We have the right to require authentication of e-mails or electronic communications, but are under no obligation to do so.

Except as otherwise expressly provided for in this Agreement or by applicable law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary economic or otherwise, caused by the use of the Service or arising any way out of the installation, use or maintenance of any software, or otherwise caused by us or any of our service providers. We also are not responsible for any damage to your personal computer or Access Devices, software, modem, telephone or other property resulting from your installation, use or maintenance of the software, or from viruses, worms, Trojan horses, or other harmful components that may enter your personal computer or Access Devices.

32. Account Agreements and Disclosures

Your use of Online Banking and any other Electronic Services is subject to this Agreement, your account agreements, the Application, and all other agreements between you and UHFCU. 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 the Online

Banking Service 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 application(s), as to matters relating to the Online Banking Service and other Electronic Services, this Agreement shall control.

Supplemental terms and conditions for any other Electronic Services in which you enroll or use also apply.

University of Hawai`i Federal Credit Union Mobile Banking Agreement and Disclosure

Please read this information completely and print a copy
or retain this electronically for your records.

This is an addendum to the Online Banking Agreement and Disclosure and sets forth the additional terms and conditions for use of the Mobile Banking Service offered through the University of Hawai`i Federal Credit Union.

This Agreement and Disclosure is between the University of Hawai`i Federal Credit Union, and each participating member of the Credit Union's Mobile Banking Service, together with any other authorized person.

In this Agreement and Disclosure, the words "you" and "your" mean any of the Accountholders in whose name the Account is held. The words "we", "us", "our", "Credit Union", and "UHFCU" mean University of Hawai`i Federal Credit Union. The word "Account" means any one or more savings or other accounts you have with the Credit Union.

1. Mobile Banking Description of Service

Mobile Banking is offered as a convenience and supplemental service to our Online Banking Service. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize Mobile Banking, you must be enrolled in the Online Banking Service. We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of Mobile Banking at any time.

2. System Availability

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported on all mobile devices. The Credit Union cannot guarantee and is not responsible for the availability of data services by your mobile carrier, such as data outages or "out of network" issues.

3. Mobile Banking

We may modify Mobile Banking from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your mobile device and we will not be liable for any losses caused by your failure to properly use Mobile Banking on your mobile device.

4. Other Mobile Banking Agreements

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in this Agreement and Disclosure as well as those terms and conditions in effect with any unaffiliated services providers, including, but not limited to, your mobile phone service provider, and that this Agreement and Disclosure does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of Mobile Banking (such as data usage or text messaging charges imposed upon you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services, and you also agree to resolve any issues or problems you may have with your provider directly with the provider without involving the Credit Union. You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

5. Equipment and Software

In order to access the Mobile Banking service, you must use a mobile device serviced by a certified mobile carrier. Your wireless device must be enabled to receive and transmit data, and must include texting functionality that allows up to 160 characters (including spaces) in a single message. The Credit Union does not guarantee that your mobile device or mobile phone service provider will be compatible with the Credit Union's Mobile Banking. To use Android™, iPhone®, or BlackBerry® applications, your device must have a data plan and/or your device must be able to access the Internet. For Mobile Banking, Android devices must run operating system 2.1 or higher, iPhone devices must run operating system 3.1.2 or higher, and BlackBerry devices must run operating system 4.3 or higher. Mobile phones and other mobile devices with Internet capabilities may be susceptible to viruses. You are responsible to ensure your mobile device is protected from and free of viruses, worms, Trojan horses or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files and/or your phone could result in information being intercepted by a third party. The Credit Union will not be liable for any indirect, incidental, special or consequential damages which may result from such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above named viruses residing or being contracted by your mobile device at any time or from any source.

The Credit Union is not responsible for errors or delays or your inability to access the service caused by your mobile device. We are not responsible for the cost of upgrading the mobile device to remain current with Mobile Banking. We are not responsible for any damage to the mobile device or data within.

The Mobile Banking service is not certified to operate for users trying to access it while outside the United States.

6. Mobile Banking Service

Subject to the terms and conditions of this Agreement, you may access Mobile Banking to:

- View account and loan balances for each of your selected Accounts, excluding Visa credit card accounts and certain mortgage loans with escrow services;
- View available account and loan histories for each of your selected Accounts, excluding Visa credit card accounts and certain mortgage loans with escrow services; and
- Transfer funds between your Accounts and loans in your selected Accounts, excluding Visa credit card accounts and certain mortgage loans with escrow services.

7. Member Liability for Unauthorized Transfers

You must notify the Credit Union at once if you believe your Access Device has been lost/stolen or used without your permission. Telephoning or e-mailing the Credit Union is the best way of limiting potential losses. If you notify the Credit Union within two (2) business days after you learn of the loss or theft, you may be liable for up to \$50 if someone used your Access Device without your permission. If you do not notify the Credit Union within two (2) business days after you learn of the loss or theft of your Access Device, and the Credit Union determines we could have prevented unauthorized use, you could lose as much as \$500.

If your account statement shows transactions that you did not make, you must notify the Credit Union at once. If you do not notify the Credit Union within sixty (60) days after the statement was mailed to you or made available to you through eStatements, you may not get back any money you lost after the sixty (60) days if the Credit Union can determine that we could have prevented someone from taking the money if you had notified us in time.

8. University of Hawai`i FCU Liability

Access to the Mobile Banking services may be temporarily unavailable from time to time due to system updating, maintenance or technical difficulties. You agree that the Credit Union will not be liable for delay in payments in such cases. If we do not complete an electronic fund transfer to or from your Account in time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, you do not have enough money in your Account to make the electronic fund transfer;
- If any funds in your Account necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy;
- If the funds in your Account are pledged as collateral or frozen because of a delinquent loan;
- If the electronic fund transfer would go over your overdraft protection credit limit;
- If, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party;

- If the funds in your Account are subject to legal process or other encumbrances restricting the electronic fund transfer;
- If your mobile device, software, or Internet access is not working properly or you do not have the required software for Internet access;
- If our processing system was not working properly and you knew about the problem when you started the electronic fund transfer;
- If circumstances beyond our control (such as fire or flood) prevent the electronic fund transfer, despite reasonable precautions that we have taken;
- If this Agreement is terminated;
- If the authorization for your electronic fund transfer is revoked by law or court order (in case of death or incompetence, for example); or
- If other exceptions are provided in other agreements we have with you or by applicable law.

We will not be required to complete any transaction in a situation described above. In the event that such a transaction is completed, you agree to pay us that amount that exceeds your Account balance or your line of credit or that is otherwise improperly withdrawn immediately upon request.

We may also limit or refuse to complete your electronic fund transaction for security reasons.

9. Headings

The section headings used in this Agreement are for convenience only and shall not limit or affect the terms of this Agreement.

10. Governing Law

You acknowledge and agree that this Agreement was created in the State of Hawai`i, and shall be governed by and construed in accordance with the laws of the State of Hawai`i (without regarding to conflict of law provisions). Any action with respect to this Agreement or any Electronic Service may be brought or transferred to federal or state courts located in Honolulu, Hawai`i.

11. Security

You understand the importance of your role in preventing misuse of your account through the Mobile Banking service and you agree to promptly examine your statements for each of your accounts as soon as you receive them. You agree to protect the confidentiality of your account and account number, and personal identification information. Notwithstanding the Credit Union's efforts to ensure that the Mobile Banking service is secure, you acknowledge that the Internet is inherently insecure and that all

data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. The Credit Union cannot and does not warrant that all data transfers utilizing the Mobile Banking service or e-mail transmitted cannot be monitored or read by others. Mobile Banking is secured using industry standard technologies and security certificates, with 128-bit encrypted communication. No personal or confidential information is stored on the mobile device or in the mobile web banking application. You agree that the Credit Union does not have control as to the persons who have access to your mobile phone or access device and Access Code. The Credit Union will not be liable for any unauthorized access to your mobile phone or access device using your Access Code. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your mobile phone or access device or unauthorized use of you Access Code. Your access to the Mobile Banking service will be blocked in the event your User ID and Access Code are entered incorrectly on three (3) consecutive attempts.

12. Consent and Agreement

By clicking on the "I Agree" button below, I agree: (1) to receive information about Online and Mobile Banking Services, including any subsequent amendments to the Agreement, electronically; and (2) to have received an electronic version of this Agreement and agree to be bound by the terms and conditions contained therein. Because enrollment for Online Banking and Mobile Banking Services can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. The Credit Union reserves the right to provide information and notices about Online Banking, Mobile Banking, and other Electronic Services to me by non-electronic means.

REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Capture Services (“CheckSnap” or the “Services”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean the University of Hawaii Federal Credit Union. My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and my University of Hawaii Federal Credit Union Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

Use of the Services. Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Guarantee Specific to Deposits Received for Credit to a Business Account. My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses UHFCU incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney’s fees as applicable, as well as any and all costs associated with UHFCU enforcing this Guarantee. This Guarantee shall benefit the UHFCU and its successors and assigns.

Compliance with Law. I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other

harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements. Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will indorse the back of the original check. My endorsement will include the following: "For UHFCU Mobile Deposit Only" and your account number. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit. You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address. I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

Unavailability of Services. I understand and agree that the Services may at times be temporarily unavailable due to the UHFCU's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or by mailing the original check to you at 2019 South King St. Honolulu, HI 96826. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

Business Day and Availability Disclosure. Please visit www.uhfcu.com for more information.

Funds Availability. Funds deposited using the service will be made available to you in accordance with our Funds Availability Policy. I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Honolulu, Hawaii.

Accountholder's Warranties. I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

2. The amount, the payee, signature(s), and indorsement(s) on the original check are legible, genuine, and accurate.
3. I will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
5. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
8. I have not knowingly failed to communicate any material information to you.
9. I have possession of each original check deposited using the Services and no party will submit the original check for payment.
10. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Storage of Original Checks. I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of sixty (60) calendar days after transmission to you. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

Securing Images on Mobile Devices. When using CheckSnap, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: (808) 983-5500, option 0 or Toll Free at 800-927-3397.
or e-mail you at: memberservices@uhfcu.com.

Limitation of Liability. I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Charges for Use of the Services. All charges associated with the Services are disclosed in your Fee Schedule which accompanies this Disclosure and Agreement.

Warranties. I UNDERSTAND THAT THE FINANCIAL INSTITUTION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FINANCIAL INSTITUTION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE FINANCIAL INSTITUTION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of the Services. I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Hawaii, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Hawaii.

Periodic Statement. Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than sixty (60) calendar days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Limitations on Frequency and Dollar Amount. I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or my affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.

3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale-dated" or "post-dated."
7. Savings Bonds.

Changes in Financial Circumstances. I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change occurs in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

Confidentiality. I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party

shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.