



Agreements and Disclosures

Regular Savings Account

Checking Account

Holiday Savings Account

IRA Savings Account

Electronic Services
Agreement and Disclosure

Online Banking
Agreement and Disclosure

Funds Availability Policy Disclosure

Wire Transfer Agreement

Privacy Policy Disclosure

HAWAII NATIONAL GUARD CREDIT UNION
A DIVISION OF ALOHA PACIFIC FEDERAL CREDIT UNION

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to “We”, “Us”, “Our” and “Credit Union” mean HAWAII NATIONAL GUARD CREDIT UNION, A DIVISION OF ALOHA PACIFIC FEDERAL CREDIT UNION or ALOHA PACIFIC FEDERAL CREDIT UNION. The words “You” and “Your” mean each person applying for and/or using any of the services described herein. “Account” means any account or accounts established for You as set forth in these Agreements and Disclosures. The word “Card” means any Hawaii National Guard Card (ATM Card) or Hawaii National Guard Debit Card (Debit Card) issued to You by Us and any duplicates or renewals We may issue and “E-Check” means any Check in which You authorize the payee to process electronically. Our Audio Response System is hereinafter referred to as “Telephone Access (KalaTalk)” and Our personal computer and mobile phone Account access system is hereinafter referred to collectively as “Online Banking”. For joint Accounts, read singular pronouns in the plural.

HAWAII NATIONAL GUARD CREDIT UNION MEMBERSHIP

To apply for membership with Hawaii National Guard Credit Union You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union’s Bylaws and Amendments.

Credit Union membership is granted to applicants within Aloha Pacific Federal Credit Union’s common bond as outlined in the Credit Union’s Charter.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons.

By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union’s common bond (as outlined herein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather, and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

ACCOUNT AGREEMENT:

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH HAWAII NATIONAL GUARD CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

JOINT ACCOUNTS. If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners. We can release or pay any amount on deposit in Your Account to any Owner. We can honor Checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. It is the responsibility of joint Account Owners to determine any legal effects of opening and maintaining a joint Account.

CUSTODIAL ACCOUNTS. Any custodial Account is subject to the Uniform Transfers to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of Account.

TRUST ACCOUNTS. Trust accounts hold funds deposited by an individual who evidences an intention that the funds will belong to a named beneficiary following the death of the account owner. Trust Accounts shall include funds in an “informal trust” which are referred to as “Payable-on-Death” accounts, funds in a “formal testamentary revocable trust” as evidenced by a written trust agreement which are referred to as “Living Trust” accounts and funds in a “formal irrevocable trust” as evidenced by a written trust agreement which are referred to as “Irrevocable Trust” accounts. It is Your responsibility to determine and understand any legal effects related to these types of Account. We require Trust Accounts to name beneficiaries on the Account.

For Payable-on-Death accounts, the individual establishing the Account (the “Settlor”) must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. The Settlor may make changes to the account at any time by providing Us with adequate proof of such change in a manner acceptable to the Credit Union.

For Payable-on-Death accounts, the named Beneficiaries have equal survivorship rights with other named Beneficiaries to the Account following the death of the Settlor and provided the named Beneficiaries survive the Settlor.

For Living Trust accounts, the individual establishing the trust under the formal written trust agreement (the “Settlor”) must be a member of the Credit Union. The Trust Account must be established by the Trustee under a formal trust agreement. The Trustee may withdraw funds from the Trust account and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. After establishment of the Trust Account, the Trustee may make changes to the account at any time by providing Us with adequate proof of such change in a manner acceptable to the Credit Union.

For Irrevocable Trust accounts, the individual establishing the trust (the “Settlor”) or the beneficiary of the trust must be a member of the Credit Union. The Trust Account must be established by the Trustee under a formal trust agreement. The Trustee may withdraw funds from the Trust account and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. After establishment of the Trust Account, the Trustee may make changes to the account at any time by providing Us with adequate proof of such change in a manner acceptable to the Credit Union.

For Living Trust and Irrevocable Trust accounts, the distribution of funds from these accounts shall be made at the direction of the Trustee of the Trust Account. The naming of beneficiaries in the records of the Credit Union are made for the sole purpose of calculating the appropriate amount of insurance coverage pursuant to the provisions of 12 CFR 745 as related to the National Credit Union Share Insurance Fund.

Failure by the Settlor or Trustee of a Trust Account to provide Us with the proper names of each beneficiary and each beneficiary's related information may result in reduced, limited or no insurance coverage by the National Credit Union Insurance Fund.

POWER OF ATTORNEY. If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Sunday or a holiday, after Our predetermined cut-off hour on business days, or after Our predetermined cut-off hour at Our night depositories, the deposit will be credited to Your account as of the next business day.

COLLECTION OF ITEMS. In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds.

OVERDRAFT PROTECTION. To the extent permitted by law, You authorize Us to transfer funds from other Accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will be made either from Your line of credit up to Your available credit limit and/or from Your Primary Savings Account, provided You have enough available funds in that Account, depending upon the preference You have indicated to Us for clearing any such overdraft(s). Any overdraft transfers from Your Primary Savings Account may be subject to a transfer fee. Fees may be imposed on overdrafts caused by Checks, in-person withdrawals, ATM withdrawals, and electronic transfers. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

EXPENSES. If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

INACTIVE OR DORMANT ACCOUNTS. Inactive Accounts (Accounts with no withdrawals or deposits within a two year period) may be subject to an Inactive Account Fee. We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES. You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

NONSUFFICIENT FUNDS RETURNS. Any Check or preauthorized transfer presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

SUSPENSION OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have (a) a delinquent loan; (b) a Share Account balance below the \$5.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; or (f) caused a financial loss to the Credit Union.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENT AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement, contain (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield; (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

STOP PAYMENTS. You may request to stop payment on any Check drawn on Your Account. For any such request to remain valid, You must supply Us with a written request within 14 calendar days of initiating the stop payment order. Your request must include all information required by Us and be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. The stop payment will be effective if the Credit Union receives the Account number, date of the Check, its exact amount, the Check number and the payee. You understand that this information is necessary to identify the Check. If You provide incorrect or incomplete information, We will not be responsible for any failure to stop payment on the Check. If the stop payment order is not received in time for Us to act upon the order, We will not be liable to You or to any party for payment of the Check. A written stop payment request is valid for 6 months.

If at the end of 6 months You request Us to continue the stop payment order, that request must be submitted within the period during which the stop payment is effective and will be treated as a new request. In any event, We are not required to notify You when a stop payment order expires.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If you ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Services Agreement and Disclosure with You. Stop payment requests are also subject to the terms and conditions of the Order for Stop Payment form (Stop Payment Request Postdated Item Notice) related to any such request.

CHECKS AND OTHER ACCOUNT ACCESS DEVICES. Any Check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

POSTDATED, STALE OR OVERDRAFT CHECKS. You understand that postdating a Check will have no effect on whether or not it is honored prior to or after the date of any such Check. A stale Check is any Check received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Check, or other item presented for payment on Your Account without any liability.

CHECK SAFEKEEPING. Check safekeeping is automatic on Your Account and, unless You specifically request otherwise and agree to pay any associated fees, Your cancelled Checks will not be returned to You. You understand that cancelled Checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a Check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Check.

PERIODIC STATEMENTS. You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed or presented the statement to You. If the discrepancy noted is the result of an electronic funds transfer, then the provisions of Our Electronic Services Agreement and Disclosure with You will control resolution of the matter.

AMENDMENTS. This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS. If Your Account is an organizational, partnership or corporate account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that all partners, owners or organizational members be individually eligible for membership.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

WAIVERS. You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

GOVERNING LAW. This Agreement shall be governed by applicable state and federal law.

ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT.

SPECIFIC TERMS APPLICABLE TO YOUR REGULAR SAVINGS ACCOUNT:

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding Annual Percentage Yield, refer to Our "Rate and Fee Schedule".

Minimum Balance Requirements. The minimum balance required to open this Account is \$5.00. You must maintain a minimum daily balance of \$5.00 in Your Account each day to obtain the disclosed Annual Percentage Yield.

Transaction Limitations. See "Additional Transaction Limitations" section under "GENERAL TERMS APPLICABLE TO ALL ACCOUNTS" provided below.

SPECIFIC TERMS APPLICABLE TO YOUR CHECKING ACCOUNT:

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding Annual Percentage Yield, refer to Our "Rate and Fee Schedule".

Minimum Balance Requirements. The minimum balance required to open this Account is \$10.00. You must maintain a minimum daily balance of \$300.00 in Your Account each day to obtain the disclosed Annual Percentage Yield.

Transaction Limitations. No transaction limitations apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR HOLIDAY SAVINGS ACCOUNT:

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding Annual Percentage Yield, refer to Our "Rate and Fee Schedule".

Minimum Balance Requirements. The minimum balance required to open this Account is \$10.00.

Transaction Limitations. You will not be permitted to make any withdrawals from Your Account (other than for the automatic transfer of the funds in Your Account to Your Regular Savings or Checking Account that will take place on September 30 of each year).

SPECIFIC TERMS APPLICABLE TO YOUR IRA SAVINGS ACCOUNT:

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding Annual Percentage Yield, refer to Our "Rate and Fee Schedule".

Minimum Balance Requirements. The minimum balance required to open this Account is \$10.00.

Transaction Limitations. Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

GENERAL TERMS APPLICABLE TO ALL ACCOUNTS:

Member In Good Standing. The Account services described in this brochure are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- A delinquent loan
- A savings balance below the \$5.00 minimum
- An unresolved deposited returned Check
- Any unpaid and uncollected Credit Union fees
- A negative balance on an Account
- Caused a financial loss to the Credit Union

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase 1 share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your Account drops below 1 share (\$5.00), for a period of 3 months or more, We may, at Our option, close Your Account.

Available Balance/Funds. The amount of the actual balance that is available for transactions (withdrawals, checks, debit transactions, online banking or other authorized transactions). You should only make transactions against the Available Balance as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account as new or additional transactions cannot be processed until funds are available. This may result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection Fees, as a result of exceeding your Available Balance.

Variable Rate Information. For all dividend bearing Variable Rate Accounts, the dividend rate and Annual Percentage Yield may change every dividend period based on the determination for the Credit Union Board of Directors.

Nature of Dividends. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Additional Transaction Limitations. For all Accounts (except Checking Accounts) during any statement period, You may not make more than 6 withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than 7 days and up to 60 days before any such withdrawal.

Compounding and Crediting. For all dividend bearing Accounts, the dividend period is monthly and dividends will be compounded and credited monthly.

Balance Computation Method. For dividend bearing Accounts, dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the dividend period. The average daily balance is determined by adding the full amount of principal in the Account for each day of the period and dividing that figure by the number of days in the period.

Accrual On Noncash Deposits. For dividend bearing Accounts, dividends will begin to accrue no later than the business day that You deposit noncash items (e.g. Checks) into Your Account.

Other Fees and Charges. Any fees and charges applicable to Your Account are disclosed separately in the "Rate and Fee Schedule" provided in conjunction with these Agreements and Disclosures.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUNDS TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM Card, Debit Card, OUR AUDIO RESPONSE SYSTEM "TELEPHONE ACCESS (KALATALK)" AND OUR PERSONAL COMPUTER AND MOBILE PHONE ACCOUNT ACCESS SYSTEM "ONLINE BANKING", EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

ATM CARD, DEBIT CARD, TELEPHONE ACCESS (KALATALK), ONLINE BANKING AND E-CHECK AGREEMENT. This agreement applies to any electronic funds transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic funds transfers to and from Your Account can be made through the use of, but may not be limited to, the following: (a) Your ATM Card or Debit Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your ATM Card or Debit Card; (b) any Check in which You authorize the payee to process electronically; (c) Our Telephone Access (KalaTalk) Audio Response system; and (d) Our Online Banking Service.

An electronic funds transfer is any transfer of funds which is performed through the use of Your ATM Card, Debit Card, E- Check, Our Telephone Access (KalaTalk) Audio Response system, Our Online Banking service or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and /or other Account access device; (b) that We may follow all instructions given to machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the

purpose of gambling and /or wagering where such practices are in violation of applicable state and/or Federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your Regular Savings or Checking Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Accounts in any order We determine; (2) We cannot honor stop payment requests on ATM Card; Debit Card; Telephone Access (KalaTalk); POS (Point of Sale) withdrawals; and Online Banking, not including Bill Payer.

We may, but are under no obligation to do so, process an electronic funds transfer that exceeds the balance in Your Regular Savings and/or Checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount plus any associated fees and charges unless your Checking Account is covered by ODP.

JOINT ACCOUNTS. If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Delayed Funds Availability Policy, deposits made at Hawaii National Guard Credit Union or Aloha Pacific Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. Generally, deposits made at an ATM are verified and credited to Your Account by the next business day. In cases where deposits are not picked up daily, the deposits will be verified and credited to Your Account by the next business day following deposit pickup. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES. You will be issued separate Personal Identifications Number (PINs) to be used in conjunction with ATM Card and Debit Card transactions and separate Access Codes to be used in conjunction with Telephone Access (KalaTalk) and Online Banking transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Regular Savings Account or Your Checking Account to cover such transactions.

TYPES AND LIMITATIONS OF SERVICES

ATM CARD TRANSACTIONS. You may use Your ATM Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to (a) withdraw cash from Your Regular Savings or Checking Account(s), subject to a maximum of \$520.00 per business day; (b) transfer funds between Your Regular Savings and Checking Accounts; and (c) learn the balances in Your deposit Accounts that You have with Us. You may also use Your ATM Card to make POS (Point of Sale) withdrawals from Your Checking Account and to purchase goods and services at any location where the Card is accepted. If You do use Your card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Account(s) to cover any such transactions, provided You have available funds.

DEBIT CARD TRANSACTIONS. You may use Your Debit Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to (a) withdraw cash from Your Regular Savings or Checking Account(s), subject to a maximum of \$520.00 per business day; (b) transfer funds between Your Regular Savings and Checking Account(s); and (c) learn the balances in Your deposit Accounts that You have with Us. You may also use Your Debit Card to make POS (Point of Sale) withdrawals from Your Checking Account and to purchase goods and services at any locations where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Account(s) to cover any such transactions, up to a maximum daily amount of \$5,000.00, provided You have available funds.

TELEPHONE ACCESS (KALATALK) TRANSACTIONS. You may use Telephone Access (KalaTalk) in conjunction with Your Access Code to make the following types of transactions on designated Accounts: (a) telephone transfers of funds between Your Regular Savings and Checking Accounts and/or loan Account(s); (b) payments on Your loan Accounts; (c) inquiries on Account balances and loan data; (d) withdrawals from deposit Accounts; (e) make inquiries on share/deposit transactions; (f) miscellaneous inquiries on Credit Union services that affect Your Account; (g) make inquiries on loan Accounts that You may have with Us; (h) obtain information about automatic payment or direct deposit transactions; and (i) make inquiries on ATM Card and Debit Card transactions. Telephone Access (KalaTalk) operates 24 hours every day. If You attempt to use the system and are told that "the system is not available", please call back later when service is restored.

ONLINE BANKING AGREEMENT AND DISCLOSURE

THIS ONLINE BANKING AGREEMENT AND DISCLOSURE ("AGREEMENT") DESCRIBES YOUR RIGHTS AND OBLIGATIONS AS A USER OF THE ONLINE BANKING SERVICE AND THE BILL PAYMENT SERVICE ("SERVICES"). IT ALSO DESCRIBES THE RIGHTS AND OBLIGATIONS OF ALOHA PACIFIC FEDERAL CREDIT UNION (APFCU) AND HAWAII NATIONAL GUARD CREDIT UNION, A DIVISION OF ALOHA PACIFIC FEDERAL CREDIT UNION (HNGCU). PLEASE READ THIS ONLINE BANKING AGREEMENT AND DISCLOSURE CAREFULLY AND RETAIN IT FOR YOUR RECORDS. BY REQUESTING AND USING ONE OF THESE SERVICES AND COMPLETING THE REGISTRATION, YOU AGREE AND HAVE ACCEPTED TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online Bill Payment service offered by ALOHA PACIFIC FEDERAL CREDIT UNION, through Fidelity National Information Services (FIS) that enables the scheduling of bill payments using a personal computer or mobile device;
3. "Device" means your Internet-enabled device, including your PC, laptop, tablets or smartphone, provided that it meets our minimum requirements under this Agreement;
4. "ISP" refers to your Internet Service Provider;
5. "Online Banking" is the Internet-based service providing online access to your Credit Union Our personal computer and mobile phone Account access system account(s);
6. "Online Account" means the HNGCU or APFCU account from which you will be conducting online transactions using a Service;
7. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
8. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
9. "Services" refers to both the Online Banking Service and Bill Payment Service;
10. "Time of day" references are to Hawaii Standard Time (HST);
11. "User Name" is the APFCU identification code, selected by you, to identify you for your connection to the Service;

12. "We", "Us", "Our" and "Credit Union" mean ALOHA PACIFIC FEDERAL CREDIT UNION, which offers the Services and which holds the accounts accessed by the Services;
13. "You" and "Your" refers to each authorized person applying for and/or using any of the services described herein; and
14. "MFA" refers to Multifactor Authentication.

II. Access to Services

You will gain access to your Online Accounts through the use of your Device, your ISP, User Name and Password. If you use the Services to access an account you jointly own with another member, access and transactions by any one such member through the Services will be considered authorized by all account owners. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, you understand and agree that the Services may at times be temporarily unavailable due to our system maintenance or technical difficulties including those of the Internet service provider, cellular telephone service provider and Internet software. If you attempt to access this service and are unsuccessful, please try again later. For purposes of transactions, APFCU's business days and hours (excluding holidays and weekends) are Monday through Friday 7:30am to 5pm HST. Certain Online Banking transaction requests are posted in real time (all loan payments post immediately, except Visa credit card payments, which can take up to five (5) business days to post). To access the Services, retain your electronic information and conduct transactions through the Services, you must install and maintain the necessary hardware and software as described below:

- Internet capable Device
- Internet browser with 128-bit encryption (such as Google Chrome, Internet Explorer, Firefox, Safari)
- Adobe Acrobat Reader format. If you do not have Acrobat, you can download FREE software from www.adobe.com.

YOU UNDERSTAND THAT WE DO 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. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR OUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

III. Security

Your Online account access uses several layers of technology to prevent unauthorized users from gaining access to the internal network, and security professionals manage a sophisticated networking architecture that includes screening routers, filtering routers, and firewalls. Your online account access is automatically secured/encrypted, but the rest of our website may be secure or unsecure. Your online account access is a term for accessing your account information over the Internet. We may refer to it as Online Account Access or use a different name, such as online banking.

Your online experience may include an Enhanced Login Security service to further help protect you from identity theft which is known in the online security industry as Multifactor Authentication, or MFA.

Authentication is the process used to allow access to only the correct HNGCU or APFCU member. Without effective authentication controls, it is possible for fraudulent users to access your account. We authenticate you by issuing challenges that only you should be able to pass.

Multifactor Authentication means that two or more different types (or factors) of authentication must be passed. By using two different factors of authentication, we get a higher assurance that you are the intended user.

For your convenience, after you successfully authenticate with your Username, Password and Login Security (One-Time Passcode (OTP)), you may enroll your computer for use in authentication. If you choose to enroll your computer, a special Browser Cookie will be present on the system, which will act in place of your phone for something you have in your possession.

We recommend you ensure that your browser settings and any antivirus software you have do not delete your cookies (data files) so that you are not prompted to provide Login Security (One-Time Passcode (OTP)) every time you log into online account access.

Access from a Computer you normally use. When you choose to enroll your computer as PRIVATE, a special Browser Cookie will be present on the system, which will act in place of your Login Security (One-Time Passcode (OTP)). You will only need your Username and password to access your account information. If you are still getting prompted to provide your Login Security, then please ensure that you have the following:

- Using one of the Recommended Operations Systems for Online Account Access
- Using one of the Recommended Browsers for Online Account Access
- Browser is not set to delete cookies
- Any antivirus software is not set to delete cookies
- No viruses or malware on your computer
- No usage of a proxy server or "web accelerator" by your internet service provider
- If using a computer from work, verify that your office technical department is not automating deletion of cookies

Access from a Computer you DO NOT normally use. When you choose to list your computer as PUBLIC, you will need to provide your Username, password and you will be prompted to provide your Login Security (One-Time Passcode (OTP)) each time you log into your account. We recommend this setting when you access from a public computer.

IV. Online Banking Features and Services

A. **Account Balances & Transaction History.** You may access any available personal and business accounts online to view your balance and account history. These accounts include checking, savings, certificates of deposit or loan accounts.

B. **Transfer of Funds.**

1. Intra-Account - You may use Online Banking to conduct the transfer of funds within the same account number. You may make one-time transfers future dated or recurring transfers. Allowed transfers include transfers to make loan payments (excluding Real Estate) and/or transfers to and from a Checking, Savings, and/or Money Market Accounts.
2. Member to Member (Intra-Institution) - You may also use Online Banking to conduct transfers between your HNGCU and APFCU account(s) of which you are a primary or joint owner, and transfers to another HNGCU or APFCU account of which you are not a primary or joint legal owner. You must be

logged into the account from which you are transferring funds out of in order to process the transfer to the other account. You may transfer funds only from accounts in which you are a primary or joint owner. Member to Member (Intra-Institution) transfers from one account to another allow you to transfer funds to any savings, checking, money market savings, line of credit loan, or installment loan account types established within the same account structure, unless otherwise restricted. Member to Member (Intra-Institution) transfers are for immediate one-time transfers only. APFCU reserves the right at any time to restrict or prohibit Member to Member (Intra-Institution) privileges without prior notice.

Member to Member (Intra-Institution Transfers) - In order to use this feature, you must enter the following:

- Recipient's name (John's savings, Sally's checking, etc.)
- The first three (3) letters of the primary accountholders last name for the recipient's account.
- Account type (choose from drop down list)
- Account Suffix (4-digit account type ID such as 0001 for regular savings)
- The recipient's HNGCU or APFCU Account Number.
- The dollar amount to be transferred.

You can only transfer funds to another HNGCU or APFCU member's account. Neither you nor the other HNGCU or APFCU member will see any other information regarding either account other than the posted transaction. **Transfers of funds made by you to a third party (to another member's account) are non-revocable and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred.**

NOTE: Because regulations require the APFCU to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

Savings, Second Savings, and Money Market account types. You can make no more than [six (6)] transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

Please note: If there are not sufficient funds in the account, we cannot complete this transfer.

Services. With Online Banking you can access and view your HNGCU accounts, process transactions 24 hours a day, seven (7) days a week, and:

- View account balances, history, transaction detail, and paid checks;
- Transfer funds between accounts and make loans payments;
- Obtain cash advances against your line of credit and Home Equity Line of Credit;
- Export your account activity to Quicken;
- Obtain and customize reports that identify and track your spending through Money Management;
- Set up Alerts to notify you of new transactions and balance changes on your accounts;
- Receive your HNGCU account statements online electronically with our Online Statement Service;
- View your VISA Credit Card statements;
- Update and change profile information, such as Username, Password, email address, and Multifactor Factor Authentication phone numbers.

Bill Pay. Pay your bills online with our Bill Pay Service. Bill Payments can only be made from your Checking Account. Please refer to Bill Payment Services in this Agreement and Disclosure for specific information about this service.

Money Management & Purchase Rewards End User License Agreement

Money Management User Agreement

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter, "you" or "your" means the end user of the Services ("User") and "us," "we," "our," or "Financial Institution" refers to Aloha Pacific FCU and its Divisions who provides User access to the Services. Digital Insight Corporation, NCR Corporation (parent of Digital Insight), and MX Technologies, Inc. (collectively, the "Providers") are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

General.

- (i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.
- (ii) User agrees to allow Digital Insight Corporation, its successors and assigns, and its and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein "Aggregated Data" means User Data and information that has been stripped of all personally identifiable information. "User Data" for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.
- (iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.
- (iv) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

Provide Accurate Information. You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

Content You Provide. Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on

your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

Power of Attorney. You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

Third Party Accounts. With respect to any third party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:

- a. You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.
- b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

Limitations of Services. When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

Acceptance of User Agreement and Changes. Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

Aggregated Data. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

Ownership. You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

User Conduct. You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

Indemnification. You agree to defend, indemnify and hold harmless Financial Institution, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Disclaimer. The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA

THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Other Items. You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

Purchase Rewards is an application accessible via Our Online Banking system that allows You to benefit from your Debit Card purchases. If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the Debit Card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the Debit Card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a Debit Card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or misdelivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Change Information. To help safeguard your security, you should change your Username and Password frequently. You can change your Username, Password, email address and Multifactor Factor Authentication phone numbers used to authenticate your access by accessing the "My Settings" tab inside online banking. If you forget your Username or Password you should first utilize the "Forgotten Password" and/or "Forgot Username" feature available on the Account Access on our website to assist you. Otherwise, if you forget your Username or Password or your system access is locked or disabled due to the use of incorrect Username and Password, contact us immediately at 808-531-3711 or toll free at 877-531-3711.

Additional Services. New services may be introduced for Online Banking from time to time. HNGCU will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

V. Schedule of Fees and Additional Charges

APFCU offers the benefits and convenience of Online Banking and Bill Pay services for free. There may be a charge for additional transactions and other optional services. Specific transaction-related fees may apply to Bill Pay services – refer to Bill Pay Services section in this disclosure. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated checking account for these amounts and any additional charges that may be incurred by you. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

VI. Electronic Statements

You will continue to receive your regular account statement monthly. You can access and/or enroll in Online Statements. You must set your Statement Preference to "Online Statement" and enroll in this service via Online Banking. Your Online Statements, which are accessible only inside Online Banking by clicking the "Online Statements" tab, are provided in readable, printable, savable, and downloadable PDF (Adobe Acrobat Reader) format. **You understand and agree that Online Statements will be enabled AFTER you have read and accepted a separate Online Statement Acceptance Disclosure when you enroll for this specific service.** With Online Statement you can eliminate paper statements, and reduce risk by no longer having paper statements mailed to your address on file. To start receiving Online Statements you must accept and enroll before 12noon HST on the last day of any month, to begin receiving the statements by the following month. Statements prior to enrollment will not be available in Online Banking. An email notification will be generated to the email address available in the Online Banking profile. To unenroll from Online Statements, you must contact us in person, in writing, or by phone at 808-531-3711 or toll free at 877-531-3711.

VII. Use of Your Security Password

You are responsible for keeping your Username, Password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or Username;

- Do not leave your Device unattended while you are on APFCU's Online Banking Site,;
- Never leave your account information within range of or where it can be accessed by others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- Do not store passwords on a laptop or notebook computer, as it may be lost or stolen.
- If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your account, call APFCU immediately at 808-531-3711 or toll free at 877-531-3711.

If you believe your Password has been lost or stolen, please use the "My Settings" tab inside Online Banking to change your Password. **Your Username and password are established for security purposes. You understand that you cannot use the Service without a Username and Password. YOU AGREE THAT USE OF THE USERNAME AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY ONLINE BANKING TRANSACTION.**

You understand that if you disclose your Username and Password to anyone, you have given them access to your account(s) via the Services to review all of your account information and to engage in account transactions and you are responsible for all such transactions. Therefore, we are entitled to act on all transaction instructions received using your Username and Password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your Username and Password in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your Username and Password. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the revocation and the Username and Password have been changed.

To maintain the security and privacy of your account, we recommend that you periodically change your Password. If you fail to maintain the security of your Username and/or Password and the Credit Union suffers a loss as a result, we may terminate your access to the Services immediately.

VIII. Electronic Mail (E-mail)

If you send APFCU an e-mail message, APFCU will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Contact Us tab provided on the APFCU or HNGCU website. Use this secure form to e-mail HNGCU or APFCU regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting HNGCU or APFCU regarding other concerns of a confidential nature.

IX. Bill Payment Services

Description of Service.

The Bill Payment Service permits you to use your Device to direct payments from your designated Checking Account to third parties you wish to pay and may not be available to all account holders. You must be at least 18 years old and have a checking account in good standing to register for and use the Bill Payment Service. Through the Bill Payment Service, you can pay bills from your checking account to businesses or individuals. All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service, subject to a maximum amount of \$9,999.99 for any single payment and \$19,999.99 per day. APFCU reserves the right at any time to restrict or prohibit Bill Payment Service privileges on specific types of accounts.

Prohibited Payments.

Due to legal requirements, we limit the ability to make certain types of payments. Payments to businesses or individuals you wish to make through this service must be payable in U.S. dollars and each payee must be located in the continental United States. Payments outside of the United States or its territories are prohibited.

Exceptions Payments.

Tax payments to the Internal Revenue Service or any state or other government agency, court-ordered payments, such as alimony or child support payments may be scheduled through the Bill Payment Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bill Payment Service be liable for any claims or damages resulting from Your scheduling of these types of payments. Exceptions payments will be your sole responsibility if misapplied, misposted, delayed or improperly processed and not of the Bill Payment Service.

We reserve the right to restrict certain types of payees to whom payments may be made using this service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases and payments to interest bearing accounts.

Scheduling Payments.

Funds must be available in your Checking Account on the scheduled payment date (Send on Date). If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Checking Account prior to scheduling the payment. You may use Bill Pay to schedule payments on the date that you enter the payment information, on a future date, or on the same date of each month, subject to restrictions set forth in this Agreement. You may enter payment information 24 hours a day, 7 days a week (subject to system availability), but payments will only be initiated by us on business days. Bill Pay payments are processed on the requested (Send on Date).

Payment Methods.

Bill Pay payments are sent one of two ways – Electronically via an **Electronic Funds Transfer (EFT)** or by **paper Check**. The Bill Payment Service reserves the right to select the method in which to remit funds on your behalf to the payees. Payees, who receive electronic delivery through an electronic transmission, will receive your payment information, including your account number with the payee, through a secure communication channel.

Payees, who receive check payments, will receive your payment information, including your account number with the payee. All checks are sent through the U.S. Postal Mail. APFCU cannot guarantee the time any payment will reach any of your creditors and accepts no liability for any late fees, finance charges or other actions taken by the payee against you. The time period which is required to process payments will vary according to the payment method and other factors. The "Due Date" is the date on which your payment is due, without taking into account any applicable grace period. The "Send On Date" is the date the payment is requested to be sent. We will not be responsible for any loss you may incur as a result of a late payment if your payment is not scheduled within the time periods described in this Section. **It is your sole responsibility to ensure that you schedule payments such that there is sufficient time for APFCU and our service provider to process the payment by its due date.**

Payment Cancellations.

Payments must be changed or canceled using the Service prior to 2:00 p.m. HST on the business day the transaction is scheduled to be initiated. You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a scheduled payment. Once the service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request may be submitted.

Stop Payment Requests.

The ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact our Member Support Department at 808-531-3711 or toll free at 877-531-3711. Although the Bill Payment Service will make every effort to accommodate your request, the Bill Payment Service will have no liability for failing to do so. The Bill Payment Service may also require you to present your request in writing. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule located on our website.

Automatic Payments.

You can set up an automatic payment rule and your payment will be automatically scheduled and sent out based on your specific instructions. You will be notified each time a payee added, edited, deleted, canceled, rejected and when your profile is blocked. You will be notified each time a payment is scheduled and you can always edit or cancel your payments at any time, provided we (or our service provider) have sufficient time to act on your instructions. There are two types of automatic payments:

- Standard automatic payments: Tell us the payee, how much to send and how often and we will take care of the rest.
- Automatic payment based on eBills: If you receive an eBill for your payee, we can automatically set up a payment once your eBill arrives. You have many payment options when paying your eBill automatically, such as paying only the minimum due, or paying the total balance of the bill. You can also create custom rules for how to pay your eBill.

When you create a new payee in the Bill Payment Service, it will display at the top of your payee list on the main payments page. The next time you come back to the screen, your payees will display in alphabetical order.

Alerts and Reminders.

To keep you informed, we send several types of email notifications to you based on various triggers. To view alerts that are available to you or configure the alerts you must go to the "Edit reminder and alert preferences" link in the Bill Pay tab of online banking. A checkmark in the check box indicates an alert is active. No check mark indicates the alert is disabled. Click the checkbox to toggle the alert on and off. If you make changes, don't forget to click the Save button at the bottom of the page. A grayed out checkmark means it is a system alert and it will be automatically generated. These alerts cannot be turned off and you will always be notified if one of these issues occurs.

No Duty to Monitor Payments.

APFCU is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. APFCU will not be liable in any way for damages you incur for any of the following reasons:

- Through no fault of ours, insufficient funds in your Checking Account to make the payment;
- Delays in mail delivery;
- Changes to the payee's address or account number;
- The failure of any payee to correctly account for or credit the payment in a timely manner; or
- Any other circumstances beyond the control of APFCU

If your Checking Account does not have sufficient funds to make a payment as of the date the payment is debited from your account, the Bill Payment Service will automatically block future Bill Payment Services until the account has sufficient funds to satisfy the collection item. If your payment is made electronically, and if funds are not available in your account when an attempt is made to debit from your checking account, APFCU will attempt to notify you by phone or e-mail or U.S. Postal Mail. If funds are not available you will be responsible for any Non-Sufficient Fund (NSF) charges to your account and potentially to your payee for its fees and/or damages. APFCU will make three attempts to debit the funds and if unsuccessful APFCU will begin the collection process, which could result in the termination of the Bill Payment Service. If the payment is issued by check, and if funds are not available in your account when an attempt is made to debit from your checking account, APFCU will attempt to notify you by phone or e-mail or U.S. Postal Mail. APFCU may make up to two (2) attempts to debit the funds and if unsuccessful APFCU may place a stop payment on the check or begin the collection process, which could result in the termination of the Bill Payment Service. APFCU shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for contacting Member Support at 808-531-3711 or toll free at 877-531-3711 and make alternate arrangements for the payment.

No Signature Required.

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Checking Account without requiring your signature on the item and without prior notice to you.

Failed or Returned Transactions.

In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you from your Checking Account. If we are unable to complete the transaction for any reason associated with your Checking Account, you agree that:

- You will reimburse APFCU any fees it incurs in attempting to collect the amount of the return from you and report the facts concerning the return to any credit-reporting agency.

Address or Changes.

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes to your name, address, and phone numbers must be made in writing with a valid signature. Changes to your email address may be made by accessing the "My Settings" tab inside online banking. The Bill Payment Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information.

Bill Delivery and Presentment.

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate the services of electronic bill options, You also agree to the following:

1. Information provided to the Biller - The Bill Payment Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill or account.
2. Activation - Upon activation of the electronic bill feature the Bill Payment Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current.
3. Authorization to Obtain Bill Data - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. By providing us with such information, you authorize us to use the information to obtain your bill data.
4. Notification - The Bill Payment Service will use commercially reasonable efforts to present all of your electronic bills promptly. In addition to send notification within the Bill Payment Service, the Bill Payment Service may send an e-mail notification to the e-mail address listed on your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
5. Cancellation of Electronic Bill Notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Payment Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
6. Non-Delivery of Electronic Bill(s) - You agree to hold the Bill Payment Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
7. Accuracy and Dispute of Electronic Bill - The Bill Payment Service is not responsible for the accuracy of your electronic bill(s). The Bill Payment Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

Errors and Questions.

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- Call our Member Support Department at 808-531-3711 or toll free at 877-531-3711 during business hours;
- By sending us an e-mail to support@alohapacific.com, or by using the secure form on our website
- Or By writing a letter and sending it to the following address or bringing it to one of our branch locations:
Aloha Pacific Federal Credit Union
832 S Hotel St, Honolulu, HI 96813

Service Termination, Cancellation or Suspension.

In the event you wish to cancel the Bill Payment Service, you must contact our Member Support Department at 808-531-3711 or toll free at 877-531-3711 during business hours. Any payments the Bill Pay Service has already processed before the requested cancellation date will be completed by the Bill Pay Service. All scheduled payments including recurring payments will not be processed once the Bill Payment Service is cancelled. APFCU may terminate or suspend the Bill Payment Service to you at any time, for any reason, without providing prior notice to you. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination.

X. Business Accounts

If you are a business, any authorized user of your business is authorized to perform transactions on your account using the Services and subject to the terms of this Agreement. Such authorized user shall:

- Enter into this Agreement, as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online Banking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XI. Term and Termination

A. Term. This Agreement will become effective on the Effective Date as indicated and shall remain in full force and effect until termination in accordance with the following provisions.

B. Termination for Cause. We may immediately terminate your Online Banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

1. You do not pay any fee required by this Agreement when due or
2. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify APFCU and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify APFCU by one of the following methods:

- By sending an e-mail to support@alohapacific.com, or by using the secure form on our website.
- By calling Member Support Department at 808-531-3711 or toll free at 877-531-3711 during business hours or

- By writing a letter and either sending it to the following address or bringing it to one of our branch locations:
Aloha Pacific Federal Credit Union
832 S Hotel St, Honolulu, HI 96813

XII. Electronic Fund Transfer Provisions for Consumer Accounts

Applicability.

These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, APFCU may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

Your Liability.

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you notify APFCU within two (2) business days after your Password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
2. If you fail to notify APFCU within two (2) business days after your Password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - The total of authorized EFTs which occur during the two (2) days before notification to the APFCU, provided APFCU establishes that these EFTs would not have occurred had APFCU been notified within that two-day period.
3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
5. You may notify APFCU by telephone, writing, or by email. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

Telephone Numbers and Addresses.

In case of errors or questions regarding an Online Banking or Bill Payment transaction, call Member Support Department at 808-531-3711 or toll free at 877-531-3711 during business hours or write us at: Aloha Pacific Federal Credit Union, Attn: Electronic Services Department, 832 S Hotel St, Honolulu, HI 96813.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

XIII. Liability

Our Liability.

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment Services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement.

We will not be liable to you in the following instances:

1. If through no fault of APFCU, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with APFCU policies.
4. If your funds are subject to a legal proceeding or other encumbrance restricts the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify APFCU immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
10. You provide an incomplete or incorrect User ID or Password, or you do not enter a correct passcode supplied by us to authenticate your identity, or because your User ID or Password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or APFCU instructions for making transfers.
11. Your computer or other device fails or malfunctions or if the Credit Union's online access system was not properly working and you knew about this breakdown when you started the transaction.
12. We have received incorrect or incomplete information from you or from third parties (e.g. the U.S. Treasury, an automated clearing house or a terminal owner).
13. Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system.
14. The payee mishandles or delays a payment sent by the Bill Payment Service.

15. You have not provided us or our Bill Payment Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.
16. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.

We may establish other exceptions in addition to those listed above. Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your bill payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

Indemnification.

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, liability, demand, suit, action or other proceeding and any damages, attorneys' fees and costs, and expenses related to an Online Banking or Bill Payment account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or a joint account owner or other authorized person.

Third Parties.

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

Virus Protection.

APFCU is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING THE SERVICES ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR YOUR INABILITY TO USE THE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XV. General Terms and Conditions

- A. **APFCU Agreements.** In addition to this Agreement, you and APFCU agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Checking Account each month.
- B. **Changes and Modifications.** APFCU may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. **Assignment.** We may assign this Agreement to an affiliate of APFCU or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. **Disclosure of Information.** We will only disclose information to third parties about your account or transfers you make under the following circumstances:
 - Where it is necessary for the provision of Online Banking and for completing transfers;
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - In order to comply with government or court orders, or other reporting requirements;
 - If you give us your permission;
 - To APFCU affiliated companies.

- F. **Relationship to Other Disclosures.** The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.
- G. **Severability.** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- H. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

OWNERSHIP. Your Card and/or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payer), You can call Us at 808-531-3711 or 877-531-3711 to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments call Us at 808-531-3711, or 877-531-3711 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill You again for the “stopped” payment or to cancel the entire pre-authorized payment arrangement, contact the third party. Stop payment requests for pre-authorized transfers are also subject to the terms and conditions of the Order for Stop Payment form (Stop Payment Request Postdated Item Notice).

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for Online Banking, telephonic and mail-in transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying Rate and Fee Schedule. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, Telephone Access (KalaTalk) and Online Banking information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If we do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transaction does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transactions; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card or PIN had been reported lost or stolen and We have blocked the Account.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at 808-531-3711 or 877-531-3711 or write to Us at the address shown in this Agreement if You believe Your Card, PIN or Access Code have been lost or stolen. If You tell Us within 2 business days, You can lose no more than \$50.00 if someone uses Your Card, PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Card, PIN or Access Code and We can prove that We could have stopped someone from using Your Card, PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use for Your Debit Card as long as You report the loss or theft of Your Debit Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized Debit Card transactions, Your liability for unauthorized use will not exceed \$50.00. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Debit Card.**

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Call Us at 808-531-3711 or 877-531-3711 or write Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. We will determine whether an error occurred 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 may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

LOST OR STOLEN CARDS. To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at 808-531-3711, 877-531-3711, 800-528-2273 (calling within the U.S.), or 812-647-9794 (calling from outside the U.S.). You may also write to Us to report the loss of a Card, PIN, Access Code or any combination thereof, at the address shown in this Agreement.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (a) when it is necessary to complete an electronic transaction, or (b) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (c) in order to comply with a government agency or court order, or any legal process, or (d) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and holidays.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS POLICY DESCRIBES THE ABILITY TO WITHDRAW FUNDS AT HAWAII NATIONAL GUARD CREDIT UNION AND SHALL APPLY TO BUSINESS AND CONSUMER TRANSACTION ACCOUNTS. HOWEVER, THE CREDIT UNION RESERVES THE RIGHT TO DELAY THE AVAILABILITY OF FUNDS DEPOSITED TO NON-TRANSACTION ACCOUNTS FOR PERIODS LONGER THAN THOSE DISCLOSED IN THIS POLICY. YOU SHOULD REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

GENERAL POLICY. Our policy is to make funds from Your deposits available to You on the same business day that We receive Your deposit. For determining the availability of Your deposits, every day is a business day is Monday through Friday, except federal holidays. If You make a deposit in person to an employee before close of business on a business day that We are open, We will consider that day to be the day of Your deposit. Please remember that even after We make funds available to You, and You have withdrawn the funds, You are responsible for checks You deposit that are returned to Us unpaid and for any other problems involving Your account.

RESERVATION OF RIGHT TO HOLD. In some cases, We will not make all of the funds that You deposit by Check available to You on the same business day that We receive Your deposit. Depending on the type of Check that You deposit, funds may not be available until the second business day after the day of Your deposits if made in the Credit Union's Nevada branch or third business day after the day of Your deposit if made in the Credit Union's Hawaii branches. However, the first \$200.00 of Your aggregate deposit will be available on the day of Your deposit.

If We are not going to make all of the funds from Your deposit available on the same business day, We will notify You at the time You make Your deposit. We will also tell You when the funds will be available. If Your deposit is not made directly to one of Our employees, or if We decide to take this action after You have left the premises, We will mail You the notice by the next business day after We receive Your deposit.

HOLDS ON OTHER FUNDS. If We cash a Check for You that is drawn on another financial institution, We may place a hold on the funds in Your Account in the amount of the cashed Check. If We accept for deposit a Check that is drawn on another financial institution, We may make funds from the deposit available for withdrawal immediately but delay availability to withdraw a corresponding amount of funds that You have on deposit in another Account with Us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of Check that is deposited.

LONGER DELAYS MAY APPLY. We may delay Your ability to withdraw funds deposited by Check into Your Account an additional number of days for these reasons:

- We believe a Check You deposit will not be paid.
- *You deposit Checks totaling more than \$5,000 on any one day.
- You deposit a Check that has been returned unpaid.
- You have overdrawn Your Account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

* The first \$200 may be available on the business day of Your deposit.

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the seventh business day after the day of deposit if the deposit is made in the Credit Union's Nevada branch, and the eighth business day after the day of deposit if the deposit is made in the Credit Union's Hawaii branches.

SPECIAL RULES FOR NEW ACCOUNTS. If You are a new member, the following special rules will apply during the first thirty days Your Checking Account is open.

- Funds from a deposit by Check may be delayed for a longer period and the first \$200 may not be available on the business day of deposit.
- Funds from electronic direct deposits to the Account will be available on the day We receive the deposit.
- Funds from a deposit of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, U.S. Postal Money Orders, and federal, state and local government Checks will be available on the day of deposit if the deposit meets certain conditions. For example, the Checks must be payable to You. The excess over \$5,000 will be available on the ninth business day after the day of deposit. Funds from all other Check deposits may be available on the seventh business day after the day of deposit if the deposit is made in the Credit Union's Nevada branch, and the eighth business day after the day of deposit if the deposit is made in the Credit Union's Hawaii branches.

SPECIAL RULES FOR ATM DEPOSITS. ATM deposits are subject to the following provisions.

- Generally, deposits made at an ATM are verified and credited to Your Account by the next business day. In cases where deposits are not picked up daily, the deposits will be verified and credited to Your Account by the next day following deposit pick up.
- Check deposits at the ATM will be subject to the Check holds as stated above for other Check deposits.
- For hold purposes, the day We verify the deposit is considered the day of the deposit.

FOREIGN CHECKS. Checks drawn on financial institutions located outside the United States are not subject to these policies. Such changes must be specifically identified and processed. Generally, availability of funds from foreign check deposits will be delayed until we have collected the funds from the

institutions on which they are drawn.

SUBSTITUTE CHECKS. The Check Clearing for the 21st Century Act ("Check 21") enables financial institutions to send Checks to each other electronically, and enables the Credit Union to receive a paper copy of the electronic Check (called a "substitute Check"). Substitute Checks are the legal equivalent of a paper Check for all purposes.

- The substitute Check will state "This is a legal copy of Your Check. You can use it in the same way You would use the original Check."
- The Credit Union will provide members with a disclosure that a substitute Check is the legal equivalent of an original Check, along with the member rights that apply when a member in good faith believes that a substitute Check was not properly charged to his/her account. The disclosure will be provided in the following circumstances:
 - Whenever new accounts are opened;
 - Whenever original or substitute Checks are provided with the periodic statement; and
 - Whenever a member requests an original Check or a copy of a Check, and instead receives a substitute Check. The disclosure in this instance will be provided no later than the time the member receives the substitute Check.
 - For joint accounts, the disclosure need only be provided to one account holder.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREE TO BY SIGNING YOUR APPLICATION.

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another Account You have with Us, to any other financial institution, or to a third party or Account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your Accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or Account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or Account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or Account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security

against unauthorized payment orders:

- a. Only individuals named in Your application for membership shall issue wire transfer requests to Us; and
- b. We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorney fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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FACTS

WHAT DOES HAWAII NATIONAL GUARD CREDIT UNION, A DIVISION OF ALOHA PACIFIC FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- account transactions and payment history
- credit scores and credit history

How? All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Hawaii National Guard Credit Union, A Division of Aloha Pacific Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Hawaii National Guard Credit Union, A Division of Aloha Pacific Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call (808) 737-5714 - our menu will prompt you through your choice(s),
- Visit us online: www.hngcu.com or
- Mail the form below

Please note:
If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call (808) 737-5714 or go to www.hngcu.com

✂-----Detach and mail form below. Retain Disclosure above for your records.-----

Mail-in Form		
Mark any/all you want to limit: <input type="checkbox"/> Do not share my personal information with other financial institutions to jointly market to me.		
Name		Mail to: Attn: Support Services Hawaii National Guard Credit Union, A Division of Aloha Pacific Federal Credit Union 832 S Hotel Street Honolulu, HI 96813
Address		
City, State Zip		
Account #		

What we do

How does Hawaii National Guard Credit Union, A Division of Aloha Pacific Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic, and procedural safeguards to protect this information and limit access to appropriate employees.
How does Hawaii National Guard Credit Union, A Division of Aloha Pacific Federal Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ open an account or pay your bills ▪ use your credit or debit card or apply for financing ▪ make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ <i>Our affiliates include financial companies, such as Aloha Pacific Federal Credit Union and its Divisions, CU Cooperative Systems Inc., CUSO of Hawaii Investments LLC, CUSO of Hawaii Properties, LLC dba Aloha Pacific Premier Realty, CUSO of Hawaii Services LLC, HICUSO LLC.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ <i>Hawaii National Guard Credit Union, A Division of Aloha Pacific Federal Credit Union does not share with our nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include insurance companies.</i>

Other important information

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