

HFS FEDERAL CREDIT UNION

ONLINE BANKING AGREEMENT

Welcome to the **HFS Federal Credit Union (“HFS FCU”)** Online Banking Service, which allows you to access information and make transactions online, using your personal computer and Internet access. Online Banking Service includes a variety of features, such as our Online Bill Payer, Popmoney, Mobile Banking, and Mobile Deposit (each, a “Service”).

This Agreement applies to all Online Banking Services. Please read this Agreement carefully. By requesting and using one of the Services, you agree to comply with this Agreement. If you do not agree to this Agreement, do not use any Online Banking Service and contact HFS FCU to cancel your Online Banking Service.

This Agreement supplements all other rules and disclosures applicable to your Account (such as the HFS FCU Membership and Account Agreement; the HFS FCU Bylaws; and the Electronic Fund Transfers Agreement and Disclosure) and all services that you access through Online Banking, such as Mobile Banking. Printed versions of each of these disclosures are accessible on our website at www.hfsfcu.org. In the event of any irreconcilable inconsistency, the provisions of the more specific document will control. For example, the Terms and Conditions of the Mobile Banking Service will control over the Online Banking Agreement, which will control over the Membership and Account Agreement. If there is an irreconcilable conflict between what an HFS FCU employee says and written disclosures, the written disclosures will prevail.

1. Definitions and Requirements

This section defines certain terms used in this Agreement, and includes provisions relevant to those terms.

“**Account**” may refer to an account or subaccount at HFS FCU. See the definitions of “Family of Accounts” and “Linked Accounts,” and section 2 below for additional information and risks involving the Family of Accounts and Linked Accounts.

“**AAI**” means Additional Authentication Information, and refers to information that HFS FCU may require you to provide to confirm your identity.

“**Authorized Representative**” refers to a person with authority with respect to the account.

“**Business Account**” means any account that is not established or used primarily for personal, family or household purposes. Sole proprietor accounts and accounts for entities (partnerships, LLCs, corporations, associations) are examples of Business Accounts. Certain Online Banking Services are not authorized for Business Accounts.

“**Business Day**” means Monday to Friday, except federal or bank holidays.

“Code” means your account Password, User ID, Personal Identification Number, ATM card, or other access code or access device (including ATM cards, debit cards, etc.).

“Family of Accounts” A primary share account may have multiple subaccounts attached to it, such as share-draft (checking) accounts, share certificates, credit cards, loans, lines of credit, mortgages, etc. The primary share account and all of the subaccounts attached to it are referred to as a “Family of Accounts.” See section 2 below regarding important information concerning the ability of persons who have online access to make transactions and to obtain information for the entire Family of Accounts.

“ISP” refers to your Internet service provider.

“Linked Accounts” Linked accounts refer to accounts at HFS FCU between which funds may be transferred, subject to regulations (see section 4.c below). Linked accounts may be viewed using one log-in, Password and User ID. See section 2 below regarding important information concerning the ability of persons with online access to the Linked Accounts to make transactions and to obtain information for the entire Family of Accounts of all Linked Accounts.

“Online Banking” is the Internet-based service providing access to your HFS FCU account or to a Linked Account.

“Online Bill Payer” is the Online Banking Service that enables the scheduling of bill payments from your share-draft (checking) account using a personal computer. You must have a HFS FCU share-draft account in order to utilize the Online Bill Payer Service and Popmoney Service.

“Password” is the member generated code selected by you for use during the initial log-in, or the codes you selected after the initial log-in, that establishes your connection to the Online Banking Service. The same Password is used by all persons accessing any account in a Family of Accounts. This means that anyone with the Password can make transactions and obtain information for all accounts in the Family of Accounts (and for all accounts in the Family of Accounts of any Linked Accounts).

“PC” means your personal computer that enables you, with an Internet browser and ISP, to access your account with the Online Banking Service.

“User ID” is the member generated code selected by you during the initial log-in (or that you select after your initial log-in) that establishes your connection to the Online Banking Service. The same User ID is used by all persons accessing any account in a Family of Accounts.

“We,” “us,” “our,” or **“HFS FCU”** refers to HFS Federal Credit Union,

“You” or **“your”** refers to the owner of the Account, any authorized representative of the Account, and anyone to whom your Password, User ID, other Code or AAI is given.

2. Access to Entire Family of Accounts and Linked Accounts

If the member or any other authorized person permits a third party to use a Password, User ID, other Code, or provides the third party with AAI, the member is responsible for all transactions that the third party authorizes or conducts, even if the third party exceeds the permission given to the third party.

This means that the third party may make Online Banking transactions in all accounts in the entire Family of Accounts, even if such person does not have authority to do so in person. Similarly, any person who is given online access to a Linked Account will have full online access to all accounts in the Family of Accounts of any Linked Account, whether or not the third party would otherwise have authority to make transactions in those accounts. Online access includes all linked accounts, whether or not they are in the same Family of Accounts. By giving the third party the Password, User ID, or other Code, the third party is authorized to conduct any transaction (and receive any information) online that the member could conduct (or receive) with the Password, User ID, or other Code.

This means, for example, that such persons will have online access to make transactions, such as withdrawals, transfers, and draws on lines of credit, in all such accounts within the Family of Accounts (and to all accounts in the Family of Accounts of any Linked Accounts). In addition, all such persons will have online access to information about all accounts within the Family of Accounts (any to all accounts in the Family of Accounts of any Linked Accounts). Such information may include, for example, records of transactions, account histories, balances, delinquencies, loans, applications, disbursements, deposits, withdrawals, debits, draws, charges, transfers, payments, security, account statements, payable-on-death (POD) beneficiaries, and other information.

If you do not want this to occur, change your Password, User ID, and other Codes, do not give your Password, User ID, or other Codes to others, do not allow others to link to your account, and ask us how to remove links between accounts.

You agree to indemnify, defend, and hold HFS FCU harmless against all claims regarding information given to, or transactions authorized or conducted by, (i) a third party to whom a Password, User ID, or other Code or AAI is given by the member or other authorized person; or (ii) an authorized person, joint account holder or co-borrower.

3. Availability and Access to Services

HFS FCU will provide instructions on how to use the Online Banking and Online Bill Payer Services. You will gain access to accounts through the use of your Internet-enabled device, your ISP and your Code. You may access your account 24 hours a day, 7 days a week. HFS FCU reserves the right to cancel or suspend access to any Online Banking Service without prior notice. Service for new account holders may be delayed. If you have any difficulty accessing an Online Banking Service, please contact

HFS FCU. We are not responsible for any delays or difficulties you may have in accessing the Online Banking Service.

Online Banking transfers between linked HFS FCU accounts are processed immediately if there are sufficient available funds in the account. All other Online transactions (including, for example, Online Bill Payer and Popmoney) are processed on our business days that the Federal Reserve Bank is operating and open for business, except that transactions conducted through the U. S. Postal Service (such as Online Bill Payer) do not occur if the Post Office is closed. Transaction requests initiated or received on a business day after 8:00 pm Hawaii Time are processed on the next business day, after 8:30 am Hawaii Time.

Processing of payment and transfer instructions may take longer through Online Banking. HFS FCU is not responsible for such differences or delays, whether or not attributable to your use of the Online Banking.

4. HFS FCU Transactions with Online Banking

a. Account Access

You may access any of your HFS FCU accounts online. You will have access to approximately 12 months' worth of transactional history. You may export and save your account history onto your own computer, as we do not save, store or have access to transactional data in electronic format beyond the 12-month period and will have no obligation to provide such data to you electronically.

b. Transfer of Funds

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your share draft (checking) accounts, share (savings) accounts, money management accounts, and personal line of credit accounts (excluding Home Equity Lines of Credit (HELOCs)).

c. Transfer Limitations

For all share, special share, and money manager accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

d. Additional Services

New Online Banking Services may be introduced from time to time. HFS FCU reserves the right to modify Services offered at its sole discretion at any time; we will notify you of any material changes. In most cases, you will receive the notice on-line the next time

you log in; however HFS FCU reserves the right to notify you by email, conventional mail, statement inserts, or other means in our discretion as permissible by law. By using any of these Services when they become available, you agree to be bound by the rules of such Service.

5. Keeping Your Contact Information Current; Email Communications Sent to You

In order to provide information to you electronically, we must have your current email address at all times. You agree to notify us of any change in your current contact information including your email address, post office address, physical address and phone number. Email notices may be sent to only one email address. For example, the notification cannot go to both a work and home email address.

See section 19 for information on how to contact us to provide your updated information. You also may update your contact information at any time by logging onto Online Banking. To update your email address; go to "ACCESS ACCOUNTS" click on "EMAIL NOTIFICATION"; on the right of the screen, enter in your "NEW EMAIL"; then "CONFIRM EMAIL"; then "SUBMIT". To update other information, go to "YOUR PREFERENCES."

If you need information on how to update your information or have any other questions, please contact us during regular business hours.

We may send information to you as an email or message attachment from time to time in our discretion, such as account information about negative balances, Courtesy Pay, NSF notices for insufficient funds, etc.

We will never contact you by email, telephone, mail or other type of correspondence and request your Password, User ID or other Code. If you are contacted by anyone asking for your Password, User ID or other Code, you should refuse and immediately contact us. You may be the target of identity theft.

6. Schedule of Fees and Charges

HFS FCU offers the benefits and convenience of Online Banking, Mobile Banking and Online Bill Payer Services generally free of charge by HFS FCU for eligible accounts. Fees and charges may apply to Popmoney and other specialized services. Standard fees for your account continue to apply. See HFS FCU's current Schedule of Fees and Charges, which is available online at <https://www.hfsfcu.org>, for more information. HFS FCU is not responsible for fees you incur from others. (See, e.g., section 7 below.)

7. Software and Hardware Requirements

To access HFS FCU's Online Banking Service, you must have a computer with access to the Internet through an Internet service provider (ISP) that supports SSL and 128-bit encryption. You need an operating system (Microsoft® Windows XP or higher, or Mac

Operating System or higher), a modem, and a current browser (Microsoft Internet Explorer, Safari, Google Chrome, Firefox).

You also will need a printer connected to your computer to print disclosures; sufficient hard drive space or other media (e.g. USB drive or CD) if you plan to download and save disclosures in an electronic format; and a valid email address.

If there is a change in the hardware or software requirements associated with the Online Banking Service, we will notify you and provide an explanation of the updated hardware and software requirements. It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the Online Banking Service. If you cannot meet the requirements for any reason, you may terminate your Online Banking Service without charge from HFS FCU.

HFS FCU is not responsible for providing, maintaining or servicing any hardware or software for you. You are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use any Online Banking Service.

HFS FCU is not responsible for any loss, damage or claim caused by your ISP, software, or computer communication equipment. You release HFS FCU and its service providers from any and all claims or damages resulting from, or related to, any computer virus, malware, attack by anyone attempting to gain unauthorized access, technical difficulties, errors or failures or related problems that may be associated with using any Online Banking Service or the Internet. You agree that images and files that you transmit through an Online Banking Service will not contain any viruses or any other disabling features that may have an adverse impact on the network, data, or related systems.

We suggest that you routinely scan your PC using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. HFS FCU shall not be responsible for any computer virus that affects your computer or software.

8. Security Procedures

You represent to HFS FCU and its service providers that (i) you are the legal owner or an authorized user of all of the accounts and other financial information which you will access through Online Banking; and (ii) all information that you provide to HFS FCU in connection with Online Banking is accurate and complete.

Additionally, you agree (i) to take every precaution to ensure the safety, security and integrity of the information used or obtained in connection with Online Banking; (ii) that HFS FCU may rely on all communications that are sent from your computer or with your Code, and HFS FCU is not required to make further inquiry into the identity of the sender and you shall not dispute such reliance; (iii) that HFS FCU is authorized to send

communications to your email address in connection with Online Banking; (iv) that HFS FCU shall not be responsible for any direct, indirect or consequential damages or losses arising from your use of Online Banking; and (v) to defend, indemnify and hold HFS FCU and its service providers harmless from any losses, damages, costs, legal fees, charges and expenses arising from Online Banking and your Account, except as otherwise required by law.

Online Banking daily history is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Online Banking is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Online Banking may be delayed or impacted by factors pertaining to your Internet service providers, phone carriers, other parties, or because of other reasons outside of our control or for security or other reasons. You agree that HFS FCU and its service providers will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Online Banking, except as otherwise required by law. You may not be able to use all the products, services or functionality described when you access or try to access Online Banking. HFS FCU reserves the right to suspend or terminate any product, service or functionality at any time.

Additionally, you agree that neither HFS FCU nor its service providers will be liable for any errors in the content of information obtained or transmitted through Online Banking, or for any actions taken in reliance on such information (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees imposed by your communications service provider and data transfer charges. HFS FCU is not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider. Any losses or charges incurred through failure to safeguard Codes will remain your responsibility, except as otherwise required by law.

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Please read our privacy notice online at www.hfsfcu.org/privacy.

Protect the confidentiality of your account, account number, AAI, Password, User ID, and other Codes. Do not reveal them to anyone else as this would violate the security of the Service and you may lose all the money in your accounts (plus your maximum line of credit if you have one). Anyone with your Code or other information may be able to obtain account information and make transactions even if he or she is not otherwise authorized to do so.

Anyone to whom you give your Codes will be deemed to have permission to make electronic transactions on your accounts, even if such person exceeds the authority you

have given to him or her to make transactions on your accounts. You should change your Codes to minimize loss and contact us.

You are responsible for keeping your Codes confidential. No one at HFS FCU or our Service Provider has access to your Codes. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, User ID, or other Codes to anyone.
- Do not leave your PC or Internet enabled device unattended while you are on HFS FCU's online banking site.
- Never leave your account information within range of others.
- Do not allow your Internet browser to store your online banking Password, User ID or other Codes.
- Do not send privileged account information (account number, Password, User ID, other Codes, etc.) in any public or general email system.
- Use caution when utilizing public computers, such as in libraries, hotels, airports, rental cars or kiosks, as these may contain spyware or key logging software.
- Do not allow others to access your computer, or leave it unattended or unlocked when not in use.
- Close all non-Credit Union windows before accessing any Online Banking Service. Do not open any non-Credit Union window while you are logged on to Online Banking.
- End each Online Banking session by properly logging off of the Online Banking Service and closing the window for the Online Banking Service. Having other windows open while you are logged on to Online Banking, or failing to log off of Online Banking, or failure to close the window properly, may increase the risk of unauthorized access to your Credit Union accounts.
- If you suspect your online banking credentials have been compromised, use the password change feature within the User Options sections of the Online Banking Service to change your Password, User ID and other Codes on a secure computer.
- If you believe your Password, User ID or other Codes have been lost or stolen, or you suspect fraudulent activity on your account, call HFS FCU immediately at 808-930-1400 or Toll Free at 800-216-2666 between 8:30 am and 6:00 pm Hawaii Time Mondays thru Fridays, or between 8:30 am and 1:30 pm Hawaii Time Saturdays. Telephoning us is the best way to minimize your losses and liability.

As part of the Security Procedures, HFS FCU may employ various authentication technologies, including, but are not limited to, use of User IDs, passwords and other Additional Authentication Information (AAI) that HFS FCU may require you to provide at HFS FCU's sole discretion. You understand and agree that you will be responsible for maintaining security and control over your User ID, Password, Codes, and AAI, and shall use security for such items comparable to the security and control you would use for cash, but in no event less than reasonable security and control in the circumstances.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, notify HFS FCU immediately by telephone. Also log on to HFS Online Banking and unenroll from HFS FCU's Online Banking Service. You will be solely liable for all transactions initiated before HFS FCU has received such notification and has had a reasonable opportunity to act on such notification.

HFS FCU reserves the right to change any or all of the Security Procedures at any time to protect the integrity of the system. You agree that your use of an Online Banking Service after HFS FCU provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. HFS FCU is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for any Online Banking Service, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting with respect to the Online Banking Service.

TELL US AT ONCE if you believe your Password, User ID or other Code has been lost or stolen or if you believe someone has used your Password, User ID, or other Code, or otherwise accessed an account without permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit).

Call us during Credit Union hours at (808) 930-1400 or toll-free from neighbor islands and the continental United States at (800) 216-2666. See your account agreements and disclosures (e.g., Membership and Account Agreement, and Electronic Fund Transfers Agreement and Disclosure), for more information.

Do not include any personal or confidential information in any email that you send to us. We may not immediately review email communications that you send. We will not take action based on email requests until our employee reads the email and has a reasonable opportunity to act. If you need to contact us immediately, you may contact us by calling the phone numbers in the preceding paragraph, or by visiting any of our branches.

We will never contact you by email, telephone, mail or other type of correspondence and request your Password, User ID or other Code. If you are contacted by anyone asking for your Password, User ID or other Code, you should refuse and immediately contact us. You may be the target of identity theft.

9. Privacy and User Information

You acknowledge that in connection with your use of Online Banking, HFS FCU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, Codes, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Online Banking (collectively

“User Information”). HFS FCU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Online Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the safety of subscribers or the public, to defend claims, and as otherwise authorized by you. HFS FCU and its affiliates and service providers also reserve the right to monitor use of Online Banking for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

10. Disclosure of Information

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- As necessary to provide the Online Banking Service or to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency, court orders or reporting requirements;
- If you give us your written permission;
- If it involves a claim by or against us concerning a transaction on your account;
or
- Disclosure is required or permitted by law.

11. Restrictions on Use

You agree not to use Online Banking for any illegal, fraudulent, unauthorized or improper manner or purpose, and that all use will be in compliance with all applicable laws, rules and regulations, including Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. You agree to comply with all of the terms and conditions of the Online Banking Service and applicable law (including the sanctions laws administered by OFAC and the Bank Secrecy Act). You warrant that you are using the Online Banking Service for lawful purposes only.

You further agree that you will not use Online Banking to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data that is, or is used in a way that is, unlawful, harassing, coercive, defamatory, libelous,

abusive, threatening, obscene, or otherwise objectionable, harmful to minors, excessive in quantity, or materials the transmission of which could diminish or harm the reputation of HFS FCU or any third-party service provider involved in the provision of Online Banking (as determined by HFS FCU in its sole discretion); (iv) material or data that is related to alcohol, tobacco, drugs or other controlled substances, guns, weapons, pornography, crime, death, violence, gambling or other regulated activity, unlawful discrimination, or that specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose HFS FCU, any of its service providers, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of HFS FCU, Fiserv or any third party. You agree that you will not attempt to: (a) access any service for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Online Banking, the security of Online Banking; or (d) otherwise abuse the Online Banking Service.

12. Review of Monthly Account Statement and Prompt Notice to HFS FCU

You agree to check your monthly Account Statement and notify HFS FCU immediately in the event of any error, and in any event within sixty (60) calendar days of receiving your monthly Account Statement that covers the date of your Online transaction. Unless you notify HFS FCU of any error or discrepancy within sixty (60) calendar days after the date HFS FCU mails or otherwise makes the statement or other material available to you, you waive any error, except as otherwise provided by law.

13. Current Disclosures

For our current disclosures and important information regarding specific Online Banking Services, please go to our website, http://www.hfsfcu.org/agreements_disclosures. For example, see our EFT Agreement and Disclosure regarding Electronic Fund Transfers (EFTs). You will also find our Online Bill Payer Service Agreement and Disclosure, and our Mobile Banking Service Terms and Conditions.

14. Statements

You will continue to receive your account statement either monthly or quarterly (depending on the type of account) in paper format, unless you opt-in to receive electronic statements.

15. Standard of Care.

You acknowledge that the Online Banking Services are provided as an alternative method for obtaining certain services; that there are risks to using Online Banking Service, such as the potential for fraud if someone gains access to your Password, User ID, or other Code; and that the risks of using Online Banking Services could be

mitigated or eliminated by making transactions in person at a HFS FCU branch rather than Online. You agree that our procedures outlined in this Agreement for Online Banking constitute ordinary care, consistent with reasonable commercial standards, with HFS FCU acting in good faith and fair dealing. You further agree that if you do not believe that HFS FCU is acting in accordance with the foregoing, you will notify HFS FCU in writing immediately and terminate Online Banking Services.

16. Your Indemnification to HFS FCU; Limitations of HFS FCU's Liability to You

To the full extent permitted by law, you agree to indemnify, hold harmless and defend HFS FCU for any loss it suffers related to your breach of any warranty, or any violation of the terms and conditions of any Online Banking Service. Your obligations survive any termination of this Agreement.

HFS FCU does not warrant that Online Banking will be error-free, uninterrupted, timely, or secure. HFS FCU will only be liable to you for damages arising directly from HFS FCU's intentional misconduct or gross negligence in the performance of Online Banking Service, except as otherwise required by law.

You agree that the aggregate liability of HFS FCU for your use of Online Banking shall not exceed \$100.00 in any year except as otherwise required by law. Any action against HFS FCU with respect to Online Banking must be commenced within twelve (12) months from the date of the event giving rise to the proceeding. If HFS FCU is liable to pay you any interest, the rate paid will be the then current interest rate which deposits in your account earn. If your account does not pay interest, the rate paid will be the applicable Federal Funds interest rate. You agree to cooperate with any loss recovery efforts and to subrogate HFS FCU to your rights to the extent of any liability.

HFS FCU DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF ONLINE BANKING (INCLUDING, WITHOUT LIMITATION, THAT THE ONLINE BANKING SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING THERETO.

ALL ONLINE BANKING SERVICE ARE PROVIDED "AS IS," "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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

- If, through no fault of HFS FCU, you do not have sufficient available funds in your account to make the transfer, or if the transaction involves a loan request exceeding your credit limit (if any) for that account.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with HFS FCU and Online Banking policy.
- If your account has been closed.
- If your funds are the subject to a legal proceeding, or other encumbrances, restricting the transfer.
- If your transfer authorization terminates.
- If you believe someone may have accessed your accounts without your permission and you fail to notify HFS FCU immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received ambiguous, incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we believe that unauthorized use of your Password, User ID, other Code 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.
- If the bill payment or transfer would go over the credit limit on your overdraft line of credit, if you have one, or if the overdraft line of credit has been closed.
- If our computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- If the payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of HFS FCU and/or its service providers.
- If damage results from your actions or omissions, or those of third parties who are not within HFS FCU's immediate and reasonable control;
- If damage results from your negligence, breach of any agreement with HFS FCU, or failure to follow instructions.
- If the Online Banking Service is unavailable;
- If any limitations are placed on use of the Online Banking Service by a governmental agency, clearinghouse or exchange network rules or guidelines.
- If any other exceptions established by HFS FCU apply.
- If other applicable laws or regulations exempt us from liability.

WITH YOUR ACCEPTANCE AND USE OF THE ONLINE BANKING SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA,

BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE ONLINE BANKING SERVICE. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU IN ANY YEAR IN CONNECTION WITH ONLINE BANKING SERVICES EXCEED AN AGGREGATE OF ONE HUNDRED DOLLARS.

17. EXCEPTIONS REGARDING BUSINESS ACCOUNTS AND SERVICES

For organizational or Business Accounts, HFS FCU has no liability for any loss incurred in connection with Online Banking, and you agree to indemnify, hold harmless, and defend HFS FCU for any loss it suffers because of any use of Online Banking by you or with respect to any of your organizational or Business Accounts.

You agree not to use Online Banking for any money service business, money remitter business, computer bureau service business, timesharing, reselling or otherwise using the Online Banking Service for the benefit of any third party.

Certain Online Banking Services are not authorized for Business Accounts, such as Bill Payment, Person-to-Person Money Transfers (PopMoney), Remote Deposit, and Overdraft Protection (Courtesy Pay). Contact HFS FCU if you have any questions.

18. Proprietary Information.

The material and content accessible from this site is the proprietary information of HFS FCU (or the third party providing the content), and HFS FCU (or such third party) retains all right, title, and interest in the content. The content may not be copied or used in any way without our prior written consent (or the consent of the third party, as applicable), except that you may print out a copy solely in connection with your use of Online Banking for your accounts with us.

19. Contacting HFS Federal Credit Union

Do not include any personal or confidential information in any email you send to HFS FCU. HFS FCU may not immediately review the message that you send. HFS FCU will not take action based on the message until a HFS FCU employee reads the message and has a reasonable opportunity to act. If you need to contact HFS FCU immediately, visit any HFS FCU branch,

or telephone HFS FCU at:

808-930-1400 or Toll Free at 800-216-2666 between 8:30 am and 6:00 pm Hawaii Time Mondays thru Fridays, or between 8:30 am and 1:30 pm Hawaii Time on Saturdays. Telephoning us is the best way to minimize your losses and liability.

or by email at:

hfs_operations@hfsfcu.org

Our address is:

HFS Federal Credit Union
632 Kinoole Street
Hilo, HI 96720-3894

20. Amendments

HFS FCU may change this Agreement or the Terms and Conditions of any Online Banking Service at any time. Notice may be sent to your email address, to your listed Mobile device (if you are enrolled in Mobile Banking), by posting the changed terms on the Online Banking Service, to your mailing address on record with HFS FCU, or by any other means permitted by applicable law. We will always post the most current Online Banking Agreement on our website or within our Online Banking Service. If you do not agree to the change or amendment, you must notify HFS FCU prior to the effective date of the change or amendment and cancel your access to the Online Banking Service. By using the Online Banking Service after the effective date of any change, you agree to that change or amendment, except as otherwise provided by law.

21. Termination

Any termination of any Online Banking Service shall not affect your liability or obligations with respect to transactions or any action by you or your agents commenced prior to termination.

For a printed version of this Agreement, or the Terms and Conditions for any Online Banking Service, access our full website at <https://www.hfsfcu.org>.

At any time, we may cancel all or part of the services that we generally offer. Access to our Services (including the Online Bill Payer Service) may be suspended or canceled in whole or part without prior notice, at any time, with or without cause. For example, we may cancel the Online Banking Service if any of your accounts is not in good standing or does not have sufficient available funds, if you do not comply with any of the terms and conditions governing any of your accounts, if there is any condition or circumstance that may create an unanticipated liability to us, if any of your account(s) is closed or restricted for any reason, or if there has not been any online banking or Bill Payer activity for a period of 365 consecutive days. You will remain responsible for all transactions approved by the Online Banking Service prior to the cancellation, and for any other fees associated with the Online Banking Service. In order to reinstate Online Banking Service after you cure any default or deficiency, you must contact our Member Service Center.

If you would like to terminate this Agreement, you must notify HFS FCU and provide your name, address, the Service you are discontinuing, and the termination date of the

Service. When Online Bill Payer is terminated, any prescheduled bill payments made through Online Bill Payer will also be terminated. You may instruct HFS FCU to terminate a Service by one of the following methods:

- By sending an email to: hfs_operations@hfsfcu.org
- By calling us at (808) 930-1400 or toll free at (800) 216-2666
- By writing a letter and either sending it to the following address: HFS Federal Credit Union, 632 Kinoole Street Hilo, HI 96720 or giving it to a Member Service Representative at any HFS FCU branch.

HFS FCU may not immediately review the message that you send. HFS FCU will not take action based on the message until a HFS FCU employee reads the message and has a reasonable opportunity to act.

We may convert your account to a dormant status if there are no financial transactions made during any consecutive 365-day period. If your account is considered dormant, you may be required to contact us to have your account activated before you will be able to schedule transactions through the Online Banking Service.

22. Additional Comments

Printed versions of each of these disclosures are accessible on our full website at www.hfsfcu.org.

23. Our Records of Communications with You

For quality assurance and security purposes, we may keep a record of any transmissions and activity when you use any Online Banking Service or other telephonic or electronic means of communication with us. By using the Online Banking Service, you consent to our retention of such information.

24. Severability

If any provision of this Agreement is determined to be void or invalid, such provision shall be deemed revised and enforced to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

25. Headings

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

26. Governing Law; Jurisdiction; Venue

You acknowledge and agree that this Agreement was created in the State of Hawaii, and shall be governed by and construed in accordance federal law, and, to the extent not preempted by federal law, with the laws of the State of Hawaii (without regarding to conflict of law provisions). Any action with respect to this Agreement or any Online

Banking Service may be brought or transferred to federal or state courts located in Hawaii.

27. Electronic Disclosure Consent

a. How to Obtain Electronic or Paper Notices

You may download or print electronic notices, disclosures and other information from your computer. You may also save copies to your hard drive or other media for viewing and printing at a later time.

If you need help printing or if you need a paper copy of any notice or disclosure, please contact us at 808-930-1400 or Toll Free at 800-216-2666 during regular business hours. Additional charges for paper copies may apply. Please see HFS FCU's Schedule of Fees and Charges, which is available online at <https://www.hfsfcu.org>, for more information.

b. Cancellation of Electronic Receipt of Online Banking Agreement

You may cancel your consent to electronic receipt of the Online Banking Agreement by terminating your Online Banking Service. (See section 21.)

c. Acceptance of E-Disclosures

By clicking the "I Agree" button at the end of the Online Banking Agreement when you log in to the Online Banking site, you agree to the terms and conditions of the Online Banking Agreement and to accept the electronic receipt of this Online Banking Agreement (and any amendments) in lieu of a paper copy.