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## Online Banking Agreement

Welcome to the HFS Federal Credit Union (the "Credit Union") Online Banking Service, which allows you to access information and make transactions online, using your personal computer or mobile device and Internet access. Online Banking Service includes a variety of services, such as our Online Bill Pay, Transfer of Funds, Person to Person (P2P) transfers, Biller Direct, CardSwap, MX and Mobile Deposit.

This Online Banking Agreement ("Agreement") is the contract between you, as the member, and the Credit Union, which covers your and our rights and responsibilities concerning the Online Banking Service offered to you by the Credit Union (referred collectively as the "Online Services"). The Online Services permit you to electronically initiate transactions involving your accounts at the Credit Union. By requesting and using the Online Services, you agree to the terms and conditions of this Agreement, and any amendments. These terms and conditions apply to all Online Services. You must abide by these terms and conditions. If you do not agree to these terms and conditions, do not use the Online Services and contact the Credit Union to cancel your Online Services.

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 the Online Services. Printed version of this Agreement is available on our website at [www.hfsfcu.org](http://www.hfsfcu.org). In the event of any irreconcilable inconsistency, the provisions of the more specific document will control. For example, the terms of this Agreement will control over the Membership and Account Agreement. If there is an irreconcilable conflict between what a Credit Union employee says and written disclosures, the written disclosures will prevail.

Anytime you access your account(s) through a computer, mobile device, mobile application, or via text alert or text message (referred collectively as the "Devices"), you are accessing your account through the Online Services. To access the Online Services, you must have a computer or mobile device with access to the Internet through an Internet Service Provider ("ISP") that supports SSL and 256-bit encryption. You need an operating system (currently supported Microsoft® Windows or Apple Operating System), a modem, and a current browser (Microsoft Internet Explorer, Safari, Google Chrome, Firefox). If there is a change in the hardware or software requirement associated with the Online Services, we will notify you and provide an explanation of the updated hardware and software requirements.

In addition, you can access Online Services on your mobile devices, and you may obtain the Credit Union's app from your device's app store (e.g., Apple App Store or Google Play Store). After accessing the app, you will be prompted to enroll and will gain access to the Online Services. In addition, specific Online Services may have additional requirements.

The Credit Union is not responsible for providing, maintaining or servicing your Devices or any other equipment 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 Services. The Credit Union is not responsible for any third-party software that you may need to use or any Online Services you have installed on your Devices.

The Credit Union is not responsible for any loss, damage or claim caused by your ISP, software, or computer communication equipment. You release the Credit Union 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 to your Devices, technical difficulties, errors or failures in your Devices, or related problems that may be associated with using your Devices, any Mobile Deposit Service, email or the Internet. You agree that images and files that you transmit through a Mobile Deposit Service will not contain any viruses or any other disabling features that may have an adverse impact on the network, data, or related systems.

**1. ONLINE SERVICES ACCOUNT ACCESS.** If we approve your application for Online Services, you may use your qualifying Devices to access your account(s) at the Credit Union. You must use the password and username assigned to you to access your account(s). Each person who is an owner of an account may apply for access to Online Services. Unless the primary owner notifies the Credit Union otherwise, any person who can transact business on an account as a joint owner will have the same capability electronically. You are responsible for the installation and maintenance of your Devices. The Credit Union is not responsible for any errors or failures involving any telephone service, Internet service, or for the software or hardware of your Devices.

You may access your account information (e.g., for checking balances and last transactions) over Short Message Service ("SMS"), as well as the option to set up alerts for your accounts (e.g., low balance alerts). Enrollment requires the user to provide a mobile phone number and agree to the Text Banking Agreement. Once enrolled, the user may indicate which accounts they would like to enable for this service. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to the member. Message and data rates may apply. You may opt out of this program at any time.

If accessing your account through SMS, you may send a text message that says "HELP" to this number: 226563 should you have any questions about the Online Services. To stop SMS from being sent to your mobile device, you can opt-out of SMS by sending a text message that says "STOP" to this number: 226563. You will receive a one-time opt-out confirmation text message. After that, you will not receive any future messages via SMS.

## **2. EXPLANATION OF CERTAIN TERMS.**

*"Account"* means a deposit, loan or other account for which transactions may be performed using our Online Services.

*"Business account"* means an account that is not a consumer account.

*"Codes"* include the user identification code, personal identification number, log-in ID, password, verification code or secure access code (SAC) and any other means of access to our Online Services we establish or provide for you.

*"Company representative"* means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our Online Services.

*"Consumer account"* means an account established primarily for personal, family, or household use.

*"Family of Accounts"* means the primary share account and all of the sub accounts attached to it. A primary share account may have multiple sub accounts attached to it, such as share draft (checking) accounts, share certificates, credit cards, loans, lines of credit, mortgages, etc.

*"Internet-enable"* your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

*"Online"* means through the Internet by use of a personal computer or other screen-based electronic device, including but not limited to smartphones and tablets.

*"Online Services"* means the Online Banking Services and any other services provided under this Agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow.

*"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 Services.

*"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 Services.

*"Secure Access Code"* is a randomly generated number delivered to you via text, phone call, or email that is used to verify your identity when logging into Online Banking from an unregistered device. During the process, you will be asked if you would like to register the device which will allow you to skip the secure access code process during future logins. We do not recommend registering public or shared devices such as a computer at a library or hotel.

*"We", "us", "our"* and *"Credit Union"* means HFS Federal Credit Union.

*"You"* and *"your"* mean an individual person or business entity that we permit to use the Online Services subject to the terms of this Agreement.

**3. SECURITY PROCEDURES.** You represent to the Credit Union and its service providers that: (a) you are the legal owner of all of the accounts and other financial information which you will access through the Online Services; (b) all information that you provide to the Credit Union in connection with the Online Services is accurate and complete; and (c) you are an authorized user of the Device that you will use to access the Online Services. You agree to the security procedures ("Security Procedures") used by the Credit Union in connection with any Online Services, as described below.

As part of the Security Procedures, the Credit Union may employ various authentication technologies, including, but are not limited to, use of User IDs, passwords, personal identification number, ATM card, username, access codes, access devices, and other additional authentication information (collectively the "Codes") that the Credit Union may require you to provide at the Credit Union's sole discretion. You understand and agree that you will be responsible for maintaining security and control over your Codes 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 for the circumstances.

Additionally, you agree: (a) to take every precaution to ensure the safety, security and integrity of the information used or obtained in connection with Online Services; (b) that the Credit Union may rely on all communications that are sent from your Devices or with your Codes, and the Credit Union is not required to make further inquiry into the identity of the sender and you shall not dispute such reliance; (c) that the Credit Union is authorized to send communications to your email address in connection with the Online Services; (d) that the Credit Union shall not be responsible for any direct, indirect or consequential damages or losses arising from your use of Online Services; and (e) to defend, indemnify and hold the Credit Union and its service providers harmless from any losses, damages, costs, legal fees, charges and expenses arising from Online Services and your account, except as otherwise required by law.

Anyone to whom you give your Codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to your other accounts which are accessed by those Codes, even if those accounts are in your name with another person. This means that the third-party may make Online Services transactions (including withdrawals, transfers, and draws on lines of credit) in all accounts in the Family of Accounts, even if such person does not have authority to do so in person. That third-party will also have access to information (such as records of transactions, account histories, balances, delinquencies, loans, applications, disbursements, deposits, withdrawals, debits, draws, charges, transfers, payments, etc.) for all accounts within the Family of Accounts. You will be responsible for all transactions that the third-party authorizes or conducts, even if the third-party exceeds the permission given to the third-party.

The Credit Union and its employees will never contact you by email, telephone, mail or other type of correspondence and request your Codes. If you are contacted by anyone asking for your Codes, you should refuse and immediately contact the Credit Union.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, notify the Credit Union immediately by telephone at the number provided in this Agreement. Also log on to Online Services and unenroll from the Online Services. You will be solely liable for all transactions initiated before the Credit Union has received such notification and has had a reasonable opportunity to act on such notification.

The Credit Union 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 the Online Services after the Credit Union provides notice of such changes constitutes your acceptance of the amended 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. The Credit Union is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for Online Services, you consider Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting with respect to the Online Services.

**4. PROTECTING YOUR PERSONAL INFORMATION AND DEVICES.** In addition to protecting your Codes, you should also take precautions to protect your personal identification information, including, but not limited to your driver's license number, Social Security Number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any Devices or other equipment you use to access our Online Services.

Safeguard your Devices. If you lose your Devices, contact the Credit Union immediately by telephone. Also log on to the Online Services and unenroll from the Online Services. Do not allow others to access your Devices or leave it unattended or unlocked when not in use. Frequently delete text messages with the Credit Union, especially before loaning, discarding or selling your Devices. If you install third-party apps or programs on your Devices, your Devices could be compromised by malicious code that is designed to access files or passwords. Before downloading or installing an app, program or shortcut on your Devices, verify that it is the authorized and genuine app, program or shortcut from the Credit Union. Do not click on any active links in any suspicious emails. Contact the Credit Union immediately if you do, since you may be the victim of identity theft.

**5. INDIVIDUAL AGREEMENT FOR ONLINE SERVICES.** We do not have joint agreements for our Online Services. If you are an individual or sole proprietor, you are the only customer under this Agreement. However, any of the accounts to which you have access through our Online Services may be jointly owned with others.

## **6. CREDIT UNION TRANSACTIONS WITH ONLINE SERVICES.**

a. **Account Access.** You may access any of your Credit Union accounts online. You will have access to approximately 13-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 13-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 the Online Services 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, special savings accounts, money manager accounts, and Personal Line of Credit accounts and Home Equity Lines of Credit (HELOCs).

You may use Online Banking to transfer funds as follows:

- Transfer funds to and from your share, share draft, special shares, money manager, Personal Line of Credit and Home Equity Line of Credit Accounts.
- Transfer funds from your HFS account to other HFS member accounts. Other members can also initiate transfers into your account from their HFS account.
- Send a one-time transfer of funds from your HFS account to a Recipient with an account at a U.S. financial institution using our Send Money service.
- Transfer funds to make bill payments using your debit or credit card to certain third-party service providers using our Biller Direct service.
- Transfer funds to make bill payments using your checking account to certain third-party services providers using our Bill Pay service.

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, from your account to another HFS member account or from your account to a third-party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. See separate terms and conditions contained in the Bill Pay Service Agreement, Person to Person Transfer Service Agreement, Biller Direct Payment Service Agreement, CardSwap Service Agreement, and Mobile Deposit Service Agreement for more information on transfer limitations for online services.

d. **Cancelling Transfers and Payments.** You may cancel your online transfer arrangements by unlinking account(s), cancelling or deleting bill payment or P2P funds transfer any time prior to the cut-off time on the scheduled processing date.

e. **Additional Services.** New Online Services may be introduced from time to time. The Credit Union 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 the Credit Union 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.

**7. COMMUNICATIONS LINK AND YOUR EQUIPMENT.** It is your responsibility to obtain and maintain your online communications link to our Online Services to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Services.

**8. LIMITS ON ONLINE FUNDS TRANSFERS.** You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Services. We also reserve the right to limit or suspend access to our Online Services as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money manager deposit accounts or saving deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money manager deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A total of only 3 of these kinds of withdrawals may be made by debit card, or similar order payable to third parties.

**9. PROCESSING TRANSACTIONS.** Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers. Transactions using the Online Services 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 Pay) do not occur if the Post Office is closed. Transaction requests initiated or received on a business day after 8:00 p.m. Hawaii Standard Time are processed on the next business day, after 8:30 a.m. Hawaii Standard Time.

Processing of payment and transfer instructions may take longer through Online Services. The Credit Union is not responsible for such differences or delays, whether or not attributable to your use of the Online Services. Each third-party provider has their own processing time. Please refer to the following Agreements for estimated timeframes:

- Bill Pay Service Agreement
- Mobile Deposit Service Agreement
- Person to Person Transfer Service Agreement

**10. YOUR INDEMNIFICATION OF THE CREDIT UNION; LIMITATIONS TO THE CREDIT UNION'S LIABILITY TO YOU.** To the full extent permitted by law, you agree to indemnify, hold harmless and defend the Credit Union for any loss it suffers related to your breach of any warranty, or any violation of the terms and conditions of any Online Services. Your obligations survive any termination of this Agreement.

The Credit Union does not warrant that the Online Services will be error-free, uninterrupted, timely, or secure. The Credit Union is not responsible for any delays or difficulties you may have in accessing the Online Services. The Credit Union will only be liable to you for damages arising directly from the Credit Union's intentional misconduct or gross negligence in the performance of the Online Services except as otherwise required by law. The Credit Union will not be liable for any damages that arise, directly or indirectly, in whole or in part, from any of the following:

- a. If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds;
- b. If any transfer would go over the credit limit of any account;
- c. If your equipment or ours was not working properly;

- d. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
- e. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
- f. If you do not instruct us soon enough for your transfer to be received and credited;
- g. If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction;
- h. If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken;
- i. Your actions or omissions, or those of third parties who are not within the Credit Union's immediate and reasonable control;
- j. Your negligence or breach of any agreement with the Credit Union, or failure to follow instructions;
- k. Any ambiguity, inaccuracy or omission in any information provided to the Credit Union;
- l. Any error, failure or delay in the transmission or delivery of data, records or checks or other instruments;
- m. Any question regarding the authority of any person to act on your behalf;
- n. Any question regarding transactions made on any of your accounts;
- o. Any difficulty with an image, file, or other transmission;
- p. Any virus or malware attack;
- q. Any unavailability or failure of any system, data processing, computer, software, telecommunication or ISP;
- r. Circumstances beyond the Credit Union's control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster);
- s. Any unavailability of any Online Services for security or any other reason;
- t. Any limitations placed on transactions by Federal Reserve, clearinghouse or exchange network rules or guidelines;
- u. If there is a hold on your account, or if access to your account is blocked, in accordance with the Credit Union and this Agreement;
- v. If your account has been closed;
- w. If your transfer authorization terminates;
- x. If you believe someone may have accessed your accounts without your permission and you fail to notify the Credit Union immediately;

- y. If you had knowledge of or questions about the possible malfunction of our systems when you initiated the transaction;
- z. If the payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of the Credit Union and/or its service providers;
- aa. If any other exceptions established by the Credit Union apply; and
- bb. If other applicable laws or regulations exempt us from liability.

You agree that the aggregate annual liability of the Credit Union for your use of the Online Services shall not exceed \$100.00 except as otherwise required by law. Any action against the Credit Union with respect to any alleged claims arising out of the Online Services must be commenced within two (2) years from the date of the event giving rise to the proceeding. If the Credit Union is liable to pay you any interest, the rate paid will be the then current interest rate which deposits in your account earned. 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 the Credit Union to your rights to the extent of any liability.

THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE ONLINE SERVICES (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES 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 SERVICES 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.

**11. HOURS OF OPERATION AND AVAILABILITY.** Our Online Services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Online Services may not be available for any reason outside of the reasonable control of the Credit Union or any service provider, or for security or other reasons. The Credit Union reserves the right to cancel or suspend access to any Online Services without prior notice. Online Services for new account holders may be delayed. If you have any difficulty accessing Online Services, please contact the Credit Union.

**12. STOP PAYMENT REQUESTS.** A fee will be assessed according to our current Schedule of Fees and Charges for processing stop payment requests. Such a fee is subject to change at our discretion.

a. **Stop Payment for Preauthorized EFT.** If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to cancel the transfer in our Online Services no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may stop payment by calling or writing us using the contact information provided in this Agreement. We would encourage you to call the Credit Union (rather than write) so that we can promptly address your stop payment request. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after your call.

If you stop the payment on a single preauthorized EFT, the request will only apply to the identified single transaction. If you wish to stop a payment on a recurring preauthorized EFT, such request will apply to all subsequent transfers unless you withdraw the request.

You will not be able to submit a stop payment through the Online Services for Automated Clearing House transactions using your account number and routing number. You will need to contact us at 808-930-1400 or Toll Free at 800-216-2666 during regular business hours for those requests. Our regular business hours are Monday through Friday, 8:30 a.m. to 6:00 p.m. Hawaii Standard Time and Saturdays 8:30 a.m. to 1:30 p.m. Hawaii Standard Time.

**b. Stop Payment for Share Draft and Online Bill Pay Checks.** The stop payment feature within the Online Services is only for stopping payment on share drafts and online bill pay checks (collectively the "Items") that you have written and/or authorized and provides a means to securely forward your stop payment requests to us for processing.

In order to process the stop payment request, the Credit Union must rely on the information provided to describe the Item(s). You must include the correct amount of the Item, the correct check/share draft number, and the correct account number. If you do not give us all of the foregoing correct information, we may not be able to enforce the stop payment order. We will not be responsible if you do not describe the check accurately. Stop payment requests will automatically expire at the end of six (6) months from the date submitted, unless we receive a request to renew the stop payment request.

Stop payment requests received through the Online Services will generally be processed within one (1) or two (2) business days. Therefore, if your request is urgent, notify us immediately at the contact phone numbers provided in this Agreement or in person at any one of our Branch Offices.

You agree to indemnify and hold the Credit Union harmless from and against any losses, claims or costs (such as attorneys' fees) incurred by: (a) payment contrary to this order if such payment occurs by anything other than a failure to exercise ordinary care; or (b) refusal to make a payment of the stopped Item.

The Credit Union shall not be liable if, as a result of payment of the Item subject to this request, other Items drawn by you are returned due to insufficient funds. You will notify the Credit Union promptly of the issuance of an Item, which is a duplicate of the Item subject to a stop payment order, or upon return of the original Item.

The Credit Union shall not be liable for payment of any Item subject to a stop payment order upon the expiration or withdrawal of such order, and the Credit Union may, in its discretion, refuse to honor any such Item pending your instruction. You may withdraw this stop payment order only in writing, by secure message through the Online Services or in person at any one of our Branch Offices.

Other limitations on our obligation to stop payment are provided by law (for example, if we paid the Item in cash or we certified the Item prior to processing your stop payment order).

**The stop payment feature within the Online Services will only allow you to stop a share draft you wrote or a check that was generated through the iPay online bill pay service.**

**Our stop payment feature within the Online Services should NOT be used to cancel transfers and Bill Payments or debit or credit card transactions. Refer to section 6d. within this Agreement for more information on cancelling transfers and payments.**

**13. ADDITIONAL CONSIDERATIONS.** You agree: (a) to take every precaution to ensure the safety, security and integrity of the information used or obtained in connection with the Online Services; (b) that the Credit Union may rely on all communications that are sent from your device or with your Codes, and

the Credit Union is not required to make further inquiry into the identity of the sender and you shall not dispute such reliance; (c) that the Credit Union is authorized to send SMS texts and other communications to your mobile device in connection with the Online Services; (d) that the Credit Union shall not be responsible for any direct, indirect or consequential damages or losses arising from your use of the Online Services; and (e) to defend, indemnify and hold the Credit Union and its service providers harmless from any losses, damages, costs, legal fees, charges and expenses arising from the Online Services and your account, except as otherwise required by law. If the Device that you use to access the Online Services is either lost or stolen, then you agree to take any and all actions to deactivate access of the Online Services from that Device and contact the Credit Union.

Online Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your account(s). The information contained within the Online Services and any related software 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 Services 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 the Credit Union 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 Services, except as otherwise required by law. The Credit Union reserves the right to suspend or terminate any product, service or functionality at any time.

Additionally, you agree that neither the Credit Union nor its service providers will be liable for any errors in the content of information obtained or transmitted through the Online Services, or for any action 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 associated with text messaging imposed by your communications service provider and data transfer charges. The Credit Union is not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of your devices or the safeguarding or failure to safeguard Codes will remain your responsibility, except as otherwise required by law.

You are solely responsible for providing updated addresses as necessary. Any revisions to this Agreement shall become effective immediately, unless otherwise specified by us or by law. The continued use of the Online Services after the revisions to this Agreement are posted constitutes your agreement with and acceptance of the Agreement, as amended.

**14. ONLINE SERVICES FEES.** There are currently no fees being charged for the Online Services for eligible accounts, but the Credit Union may impose a fee for Online Services in the future. Fees and charges may apply to other specialized services. Standard fees for your account continue to apply. Please see the Credit Union's Schedule of Fees and Charges, which is available online at [www.hfsfcu.org](http://www.hfsfcu.org) for more information.

**15. PRIVACY AND USER INFORMATION.** You acknowledge that in connection with your use of the Online Services, the Credit Union and its affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of message, data files and other data and information provided by you or from other sources in connection with the Online Services. The Credit Union 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 the Online Services 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. The Credit

Union and its affiliates and service providers also reserve the right to monitor use of the Online Services 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.

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](http://www.hfsfcu.org/privacy).

**16. YOUR LIABILITY FOR AUTHORIZED TRANSACTIONS.** You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your Codes or take additional steps to prevent further access by such person.

**17. UNAUTHORIZED TRANSACTIONS.** You must notify us IMMEDIATELY at the contact information provided in this Agreement, if you believe your Codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, **DO NOT** use a general email service or other electronic means that we have not specifically authorized for this purpose.

**18. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS FROM CONSUMER ACCOUNTS.** This section only applies to transactions from consumer accounts. If you tell us within 2 business days after you learn of the loss or theft of your Codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00. If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

**19. TRANSFERS INVOLVING INSUFFICIENT FUNDS.** If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

**20. REVIEW OF STATEMENTS AND IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS INVOLVING CONSUMER ACCOUNTS.** This section applies only to transactions covered by this Agreement and that involve consumer accounts. You agree to check your monthly account statement and notify the Credit Union immediately in the event of any error. If you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement, you should contact us, through the contact information provided, no later than 60 days after

we sent the FIRST statement on which the problem or error appeared. You should provide the following information: (a) your name and account number (if any); (b) a description of the error or transfer you are unsure about, and an explanation as to why you believe there is an error and you require more information; and (c) the dollar amount of the suspected error.

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

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 provisionally 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 are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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.

**21. CHANGING TERMS AND TERMINATING THIS AGREEMENT.** This Agreement will stay in effect until it is changed or terminated. The Credit Union reserves the right to change this Agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Services for customers that have not used the service within the first 30 days after activation or if the service has been inactive for a year. We also have the right to make changes in this Agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this Agreement at any time by notifying us in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. Any termination of any Online Services shall not affect your liability or obligations with respect to transactions or any action by your or your agents commenced prior to termination.

You are not permitted to alter or amend this Agreement or any related document without our prior express written consent. Any attempt to alter or amend this Agreement without our written consent will be void and unenforceable.

**22. RESTRICTIONS ON USE.** You agree not to use the Online Services 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 Services and applicable law (including the sanctions laws administered by OFAC and the Bank Secrecy Act). You warrant that you are using the Online Services for lawful purposes only. You further agree that you will not use the Online Services to transmit or disseminate: (a) 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; (b) 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; (c) 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 the Credit Union or any third-party service provider involved in the provision of Online Services (as determined by the Credit Union in its sole discretion); (d) 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; (e) 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; (f) any material or information that is false, misleading, or inaccurate; (g) any material that would expose the Credit Union, any of its service providers, or any other third-party to liability; or (h) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of the Credit Union, or any third-party.

You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; (b) use or attempt to use a third-party's account; (c) interfere in any manner with the provision of the Online Services, the security of the Online Services or other members of the Online Services; or (d) otherwise abuse the Online Services.

**23. STANDARD OF CARE.** You acknowledge that the Online Services are provided as an alternative method for obtaining certain services; that there are risks to using the Online Services with the Devices, such as the potential for fraud if someone gains access to your Devices or Codes; and that the risks of using the Online Services could be mitigated or eliminated by making transactions in person at a Credit Union branch rather than with a Device. You agree that our procedures outlined in this Agreement constitute ordinary care, is consistent with reasonable commercial standards, and acknowledge that the Credit Union is acting in good faith and dealing fairly with you. You further agree that if you do not believe that the Credit Union is acting in accordance with the foregoing, you will notify the Credit Union in writing immediately and terminate your Online Services.

**24. 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 the Credit Union's Schedule of Fees and Charges, which is available online at [www.hfsfcu.org](http://www.hfsfcu.org), for more information.

b. **Cancellation of Electronic Receipt of Agreement.** You may cancel your consent to electronic receipt of this Agreement which will terminate your Online Services and access to the Online Services.

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

**25. PROPRIETARY INFORMATION.** The material and content accessible from this site is the proprietary information of the Credit Union (or the third-party providing the content), and the Credit Union (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 the Online Services for your accounts with us.

**26. WAIVERS.** No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless it is in writing and consented to by the Credit Union.

**27. NOTICES AND COMMUNICATIONS.** Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number by contacting us at the contact information provided in this Agreement. If you need information on how to update your information or have any other questions, please contact us during regular business hours.

**28. 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 Services or other telephonic or electronic means of communication with us. By using the Online Services, you consent to our retention of such information.

**29. 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.

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

**31. ATTORNEYS' FEES.** If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorneys' fees and court cost, to the extent allowed by applicable law.

**32. APPLICABLE LAW.** Regardless of where you live or work or where you access our Online Services, this Agreement is subject to the federal laws of the United States of America and the laws of the State of Hawaii. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

**33. NOTIFICATIONS TO US.** You can contact us by telephoning the Credit Union at (808) 930-1400 for the Island of Hawaii, or toll-free at 1 (800) 216-2666 for Neighbor Islands and Continental USA Monday through Friday from 8:30 a.m. to 6:00 p.m. Hawaii Standard Time and Saturday from 9:00 a.m. to 1:30 p.m. Hawaii Standard Time. You may also write to us at:

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

You may also contact the Credit Union by email at [hfs\\_operations@hfsfcu.org](mailto:hfs_operations@hfsfcu.org). Do not include any personal or confidential information in any email you send to the Credit Union. The Credit Union may not immediately review the message that you send. The Credit Union will not take action based on the message until a Credit Union employee reads the message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately, visit any one of our Branch Offices.

**34. SIGNATURES.** You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means: (a) using our Online Services to perform any transactions; (b) physically signing this Agreement; (c) causing your company representative to physically sign this Agreement, if you are a business entity; or (d) completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Services is also your acknowledgement that you have received a copy of this Agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this Agreement, but would like to have a paper copy, please contact us.

**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

**35. COMPANY REPRESENTATIVE IF YOU ARE A BUSINESS ENTITY.** If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue Codes to each company representative upon your request and only be assigned to authorized individuals listed on your account contract with the Credit Union. You must contact the Credit Union to enable these Codes for your company representative. It is your responsibility to ensure the Codes are provided only to persons you authorize to have access to and use the business account. You represent to us that each company representative and anyone else using your Codes has general authority from your company to give us instructions to perform transactions using our Online Services.

Each person using your Codes will have the ability to: (a) make transfers from qualifying accounts, regardless of the dollar amount of the transaction; (b) make transfers regardless of whether he/she is otherwise an authorized person, authorized signer or an obligor on any accounts that are accessed; (c) obtain information that we make available about qualifying accounts; (d) obtain other services or perform other transactions that we authorize or allow; and (e) allow anyone else to use those Codes to make transfers or obtain information or other services.

**36. YOUR LIABILITY FOR TRANSACTIONS FROM BUSINESS ACCOUNTS.** You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your Codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted Codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your Codes or take additional steps to prevent further access by such person.

Our system supporting our Online Services is designed so that it may be operated only upon entry of valid Codes. Since we condition access upon entry of valid Codes, we will accept instructions for transfers or other transactions from any person using valid Codes. This is so even if the person obtaining access: (a) is not a company representative; (b) exceeds your authority or that granted by any company representative; (c) does not have your authority; (d) has had his/her authority changed or revoked; or (e) is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid Codes were used. You authorize us to treat any instructions we receive using valid Codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Services.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 60 days of receipt of any such statement or confirmation.

**37. LIMITATIONS ON OUR LIABILITY IN CONNECTION WITH BUSINESS ACCOUNTS.** We will make every reasonable effort to provide full performance of our Online Services, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Services. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**38. OTHER SERVICES.** We may provide you other services through our online banking platform which are not covered under this Agreement. These services will have a separate agreement with specific terms and conditions.

**39. SECURITY PROCEDURES.** By entering into this Agreement and using our Online Services to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of Codes and other personal and business information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this Agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedures which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors.

Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**40. INDEMNIFICATION.** If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of: (a) any transactions or attempted transactions covered by this Agreement from a business account; or (b) your breach of this Agreement.

**THIS IS THE END OF THE PROVISIONS APPLYING ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

**41. Other Online Service Agreements.** In order to use other online services, you will need to agree to the terms and conditions of the following agreements, in addition to this Online Banking Agreement.

- **Biller Direct Service Agreement**
- **Bill Pay Service Agreement**
- **CardSwap Service Agreement**
- **E-Statement Agreement**
- **Mobile Deposit Service Agreement**
- **MX Service Agreement**
- **Text Banking Agreement**
- **Person to Person Transfer Service Agreement**

Use of the account aggregation services, including MX, Biller Direct and CardSwap are subject to the following disclaimer:

“This disclaimer applies to all account aggregation services you may decide to sign up for and use, such as MX, Biller Direct and CardSwap. These account aggregation services allow you and HFS FCU to access information kept by a third-party. By inputting information necessary to authenticate access to your account(s) with the third-party, you represent that you are the account holder of the third-party account(s) and have the requisite authority to access such account. You agree to indemnify, defend and hold us harmless from any third-party claims, liability, damages or costs arising from your use of the account aggregation service(s). You further agree to indemnify, defend and hold us harmless from any claim regarding the authenticity and accuracy of the information provided by third-parties from the account aggregation service(s). We do not have any control or input as to the information provided by third-parties through the account aggregation service(s), and by allowing you to use the service(s), we are not endorsing, authenticating, and/or promoting the information and/or services provided by the third-parties. Any dispute as to the information provided by third-parties related to your use of the service(s) must be addressed directly with the third-party providing the information. All information provided to us is subject to our privacy policy. Any account aggregation service(s) to a third-party may be terminated by you or us at any time.”

All of the online service agreements are available by visiting the Credit Union’s website at [www.hfsfcu.org](http://www.hfsfcu.org) or you may call us at (808) 930-1400 for the Island of Hawaii, or toll-free at 1(800) 216-2666 for Neighbor Islands and Continental USA Monday through Friday from 8:30 a.m. to 6:00 p.m. Hawaii Standard Time

and Saturday from 9:00 a.m. to 1:30 p.m. Hawaii Standard Time to request a copy of the agreement(s) to be sent to you via regular mail or email.

**To complete your enrollment, you must click "I Agree".**

Click here:  **I Agree** to the terms and conditions of the Online Banking Agreement.