HAWAII STATE
FEDERAL CREDIT UNION

P.O. Box 3072 Honolulu, HI 96802-3072 | www.HawaiiStateFCU.com

CONSUMER ACCOUNT OPENING INDEX
(Effective July 1, 2025)

Thank you for your membership with Hawaii State Federal Credit Union (HSFCU).

The agreements and disclosures listed below for your consumer account(s) at HSFCU are attached. These documents are current as of July 1, 2025. Please contact Hawaii State Federal Credit Union by phone on Oahu at (808) 587-2700, or US Toll-Free (888) 586-1056, or write to us at P. O. Box 3072, Honolulu, HI 96802-3072, to find out what may have changed, or for current copies of these documents, or for other documents that may be applicable to your account(s).

Consumer Membership and Account Agreement (MAA)

Overdraft Disclosure Addendum to the MAA

Expulsion Policy Disclosure (Change in Terms Notice)

Arbitration And Waiver Of Class Action (Arbitration Agreement) (if applicable)

Funds Availability Policy

Consumer Electronic Fund Transfers Agreement and Disclosure

Consumer Privacy Notice

Dispute Contact Information

Online Fraud Prevention Guide

In addition, please refer to the Consumer Fee Schedule and Consumer Truth-In Savings Disclosure for your account.

These documents are for consumer accounts for personal, family or household purpose only. Please contact HSFCU for information regarding accounts and services for business use or if you believe your existing account is incorrectly designated as a consumer account.

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CONSUMER MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Hawaii State Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more savings (share), checking (share draft), or other deposit accounts you have with the Credit Union.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. CONTRACT - Your account ownership features are designated by you on your account card or through the Credit Union's online application and authentication process. By signing an account card or authenticating your request, or by adding, changing or continuing to use your accounts and services, each of you, jointly and severally, agree to the terms and conditions in this agreement (including the overdraft disclosure addendum which is attached to, and incorporated into and made a part of this agreement), the account card, arbitration agreement (if applicable), consumer electronic fund transfers agreement and disclosure, funds availability policy disclosure, Truth-in-Savings disclosure, consumer fee schedule, consumer privacy notice, account receipt, and other disclosures we provide to you, the Credit Union's bylaws and policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. Please contact the Credit Union for current copies of any agreements and disclosures. You also agree that your accounts and services are governed by applicable present and future federal and state laws (to the extent not preempted by federal law), local banking customs and clearinghouse and other payment system rules.

2. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchasing and maintaining a minimum share balance ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request, and for other accounts, products, or services we may offer you or for which you may qualify.

3. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for Credit Union membership.

If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

For trust accounts, when a trustee no longer holds office, the successor trustee will be authorized to act on the account after submitting necessary documentation.

4. JOINT ACCOUNTS - A joint account is an account owned by two or more persons.

a. Rights of Survivorship. A joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. You agree to notify us immediately upon the death of an owner. When we are informed of a death, we may remove the deceased owner's name from the account. If the deceased owner's social security number was used for income tax reporting purposes for the account, we may close the account and the surviving owner may open a new account in the surviving owner's name. Please contact the Credit Union for information to establish an estate account.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

5. POD ACCOUNT DESIGNATIONS - A Payable on Death (POD) account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD beneficiaries/payees (subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, the Credit Union's statutory lien for the deceased owner's obligations, and any security interest or pledge granted by a deceased owner). The owner(s) may change the POD beneficiary at any time during their lifetime. Changes to beneficiary designation(s) must be provided to the Credit Union in writing and signed by all account owner(s) then living on a form and in a manner acceptable to the Credit Union. Funds in accounts payable to more than one surviving beneficiary/payee will be split equally among the beneficiaries/payees who are alive when the owner or last surviving owner of a joint account dies. If no beneficiary/payee survives the last owner, the estate of the last living owner is entitled to the funds. Any POD beneficiary/payee's designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any

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beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

6. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

7. HAWAII UNIFORM TRANSFERS TO MINORS ACT (HUTMA) ACCOUNT - A Hawaii Uniform Transfers to Minors Act (HUTMA) account is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

8. POWER OF ATTORNEY - A power of attorney is a legal written instruction to us that the member account owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

9. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to your accounts, in any manner approved by the Credit Union and in accordance with the requirements set forth in the Truth-in-Savings disclosure or other applicable agreement or disclosure. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories, or other unstaffed facilities are not our responsibility until we have sufficient time to receive and process them.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item.

Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

You agree to indemnify us from any claim and reimburse us for any damages we incur because you fail to properly endorse a check or item.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks, drafts or other items contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," "not valid over $500.00," "with reservation of rights under UCC," "without prejudice," and "under protest." You agree that restrictive legends are for your internal purposes only and are not binding on the Credit Union. We are not liable for payment of any check, draft or other item contrary to a restrictive legend or other limitation.

d. Final Payment. All checks, drafts, Automated Clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits and Preauthorized Transfers. We may offer direct deposit services, including preauthorized deposits (e.g., for payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document with the third party. Contact us to establish, cancel or change a preauthorized transfer between Credit Union accounts (effective after we receive notice from you and have a reasonable period of time to act on your request). Unless we are permitted by law to do so, after we have time to process notice of a bankruptcy filing, we will stop transferring funds from the bankruptcy debtor's Credit Union account to pay Credit Union loans if such transfers were only authorized prior to the bankruptcy filing. We also may stop honoring any bill-pay or other debit instructions and take other action, depending upon applicable bankruptcy law.

If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on Saturdays, Sundays, or state or federal holidays will be credited to your account on the next business day. Please refer to our funds availability policy for information regarding when deposits are deemed received by us, and for information regarding when funds are made available. Please remember that even after we make funds available to you, and you have withdrawn the funds, you are responsible for checks and other items you deposit that are returned to us unpaid and for any other problems involving your deposit.

g. Inconsistent Name; Erroneous Deposits. If we receive a deposit to your account that does not match the name(s) of the owner(s) of your account, you agree that we may return or refuse the deposit (or the "available balance" in your account, whichever is less). You are responsible for the repayment of any funds deposited into your account in error, even if the funds have been made available to you for withdrawal.

h. Your Responsibility for Returned Checks and Other Items. Even after we make funds available to you, and the funds have withdrawn, you are responsible for checks and other items that are returned to us unpaid and for any other problems involving the deposit.

10. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM, or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

c. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

11. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by Hawaii (the state in which the Credit Union's principal administrative office is located), except as otherwise provided in this Agreement or in the consumer electronic fund transfers agreement and disclosure. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). We may execute certain requests for funds transfers by Fedwire, which are subject to the Federal Reserve Board's Regulation J. (As used in this Agreement, "funds transfers" are defined in Article 4A of the Hawaii Uniform Commercial Code, and differ from "electronic fund transfers" defined in federal Regulation E.)

a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the "available balance" in your account. (Please see our overdraft disclosure addendum for more information regarding your "available balance.") We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. In addition, we will not be liable for consequential, special, punitive, or indirect loss or damage you may incur in connection with funds transfers to or from your account except as otherwise required by law.

c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a credit has been received or you may use Phone Banking (Private Line) or Digital Banking (mobile or online) to verify recent deposits if you are enrolled in those services.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders (e.g., ACH and wire transfers) we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. Any request to amend or cancel a payment order must be received by us with sufficient time to act upon the request. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than $15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B-Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

k. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s), notices, and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

l. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests, and other communications, as permitted by applicable law.

12. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings disclosure and consumer fee schedule. We may change the Truth-in-Savings disclosure or consumer fee schedule at any time and will notify you as required by law. If the Credit Union incurs any expenses, including but not limited to, administrative cost and reasonable attorney's fees, because of any action by you or a third party concerning your account, the Credit Union may charge such expenses to your account. You will be responsible for any deficit.

13. TRANSACTION LIMITATIONS - We reserve the right to restrict withdrawals or transfers to or from your account and shall not be liable for any restrictive action we take regarding deposits, withdrawals, transfers, or the payment or non-payment of checks and drafts, except as otherwise provided in this Agreement.

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the "available balance" in your account. The availability of funds in your account may be delayed as described in our funds availability policy. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient "available balance" in your account in accordance with our overdraft policies or any overdraft protection service you have established with us. Please see our overdraft disclosure addendum for more information regarding your "available balance," overdrafts and other important information. Checks and drafts or other transfers or payment orders which are drawn against an insufficient "available balance" may be subject to fees as set forth in our consumer fee schedule.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) a member is deceased or is in bankruptcy proceedings or the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of seven days to sixty days before any intended withdrawals (this does not apply to checking accounts).

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings disclosure or your consumer electronic fund transfers agreement and disclosure.

For accounts subject to transfer limitations, you may not make more than six (6) withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or digital banking transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

14. TERM SHARE ACCOUNTS - Any term share account is subject to the terms of this Agreement, the Truth-in-Savings disclosure, the consumer fee schedule, account receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

15. OVERDRAFTS AND DISHONORED ITEMS

a. Insufficient Funds/Overdrafts. Please see our overdraft disclosure addendum, which is incorporated into and made a part of this Agreement, for important information regarding overdrafts; your account balance (and differences between your "current balance" and your "available balance"); determining when your account is overdrawn (using your "available balance"); posting transactions to your account; pre-authorization commitments; overdraft payment service; overdraft and returned item fees; overdraft protection program (transfers); linking a line of credit; minimizing fees; and other information. Also see the funds availability policy, consumer fee schedule, overdraft consent form for the courtesy pay program, and the overdraft protection authorization form for additional important information.

b. Dishonored Items. We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not have a sufficient "available balance" to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in Hawaii (the state in which the Credit Union's principal administrative office is located).

16. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in the consumer fee schedule.

17. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is postdated, we will have no liability if we pay the check or draft before its payment date. We are under no obligation to pay a check or draft drawn on your account that is presented more than six (6) months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable.

18. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name.

If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. If you provide your account number to a third party to charge your account by remotely created checks or drafts (items that do not bear an authorized signature but purport to be made with your authorization), you authorize us to pay such items, even though they may not contain your signature and may exceed the amount you authorized. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization. You agree to indemnify, defend and hold us harmless for claims, liabilities, attorney's fees, and other costs arising from processing of remotely created checks or drafts.

19. FOREIGN CURRENCY - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check

or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

20. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any account owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and exact amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six (6) months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth on the consumer fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item (other than for an electronic fund transfer), as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you. You may not stop payment on any certified check, official check, cashier's check, or any other check, draft, or payment guaranteed by us without our consent. If we consent, you will be required to indemnify, defend and hold the Credit Union harmless for any claims relating to the stop payment or check. (See the consumer electronic fund transfers agreement and disclosure regarding stop payment orders for electronic fund transfers.)

21. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account has an insufficient "available balance" for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account funds are subject to legal process or other claim; (5) your loss is caused by acts or omission of you or third parties; (6) there is a failure or unavailability of communications, data processing, computer, hardware, software or internet provider, equipment, or other system; (7) there is any ambiguity, inaccuracy or omission in any instruction or information provided to us; or (8) there is any question regarding the authority of any person to act on your behalf.

We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law (to the extent not preempted by federal law), Federal Reserve regulations and operating letters, clearinghouse and other payment system rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement. Any action against us must be commenced within twelve (12) months from the date of the event giving rise to the proceeding. You agree to cooperate with any loss recovery efforts and to subrogate your rights to the extent of any liability.

22. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future (except obligations secured by your principal residence), all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

23. TRANSFER OF ACCOUNT - All accounts are nonassignable and nontransferable to third parties except by us.

24. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

25. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

26. NOTICES

a. Name, Address and Other Changes. You are responsible for promptly notifying us of any name, address or other change in information that you provided to us. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings disclosure or consumer fee schedule. It is important that you update your information at the Credit Union for security reasons.

b. Notice of Amendments. Except as prohibited by applicable law, we may change at any time the terms of this Agreement and the services and account features that we offer. We will notify you, in a manner we deem appropriate under the circumstances, of any changes as required by law. We reserve the right to waive any terms of this Agreement.

c. Effect of Notice. Except as otherwise provided by applicable law, any written notice you give us is effective when we receive it and have time to process it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

e. Security Messages. In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e., cell phone number), or by email, to deliver to you any security messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfer or any other exigent messages permitted by applicable law. To receive these security messages, it is important that you inform us if your telephone or email address changes. You will have an opportunity to opt-out of security messages at the time of delivery as provided by law.

f. Consent to Contact. You agree we and our third-party providers, including debt collectors, may contact you by telephone or text (SMS) message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and use of an automatic dialing device. To the extent required by applicable law, you may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at Hawaii State Federal Credit Union – Attention: Marketing Department, P. O. Box 3072, Honolulu, HI 96802-3072, by email to marketingdepartment@hsfcu.com, or by phone on Oahu at (808) 587-2700, or US Toll-Free at (888) 586-1056, or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

g. Protect Your Identity. Please note we will never contact you by email, text (SMS), telephone, mail or other type of correspondence and request your PIN, password, username, access code, social security number, or other sensitive information. If you are contacted by anyone asking for such information, you should refuse and contact us immediately. You may be the target of identity theft.

h. Time-Sensitive Messages. If you have an important message for us that is time-sensitive (for example, if you want to report a lost or stolen debit card or credit card, if you want to stop payment on a check, or if you have other information which requires prompt action), do not rely on email. Instead, please telephone us immediately. We also may require that you send us your comments in writing.

i. General Email Messages. You may send us general email messages by contacting us at memberservices@hsfcu.com. Do not include any personal or confidential information in any email that you send to us, whether through our website or through a different email provider. Email is NOT SECURE. Never email your account number, PIN, password, username, access code, social security number, or other sensitive information.

j. Confirmation. Whenever you email us, if you do not receive a response from us (not counting a receipt automatically generated by the computer) within one business day, please contact us to confirm that we received your email and are addressing your concern.

27. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you. You agree that Hawaii law (to the extent not preempted by federal law) applies to communications with us.

28. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or by payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically or otherwise. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed or made available to you or is provided electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement or other notice (including via digital banking) upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement or other notice, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement or other notice, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement or other notice if you fail to notify us within 33 days after the date the statement or notice was sent or made available to you, or you otherwise discovered the discrepancy, whichever is soonest. (For consumer electronic fund transfers (EFT), the time period is 60 days from the FIRST statement on which the problem appears.) We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment or any signature or other authorization resembling an authorized signature or other authorization on file with us.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the consumer electronic fund transfers agreement and disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to the Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or other notices or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

We reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Contacting HSFCU Regarding Disputes. To report possible errors, disputes and unauthorized transactions ("Disputes") regarding your electronic fund transfers, debit card, or credit card, please refer to the consumer electronic fund transfers agreement and disclosure (billing errors); the consumer digital banking services agreement (error resolution); or your credit card periodic statement, as applicable. Please also refer to the

separate document, “Dispute Contact Information,” for the proper phone number and address to use to contact us. If you cannot find the Dispute Contact Information, please call our Member Service Call Center to obtain the correct dispute contact information, on Oahu at (808) 587-2700 or US Toll Free at (888) 586-1056 (or if you cannot access a toll free number, call us collect at (808) 587-2700 during our business hours). We may be able to provide you with additional information regarding a possible dispute through our Member Service Call Center or at one of our branches; however, you must report a possible Dispute using the phone number that corresponds to the appropriate category for your Dispute.

e. Current Records. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement or notice of statement availability electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

29. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may close your account and return the balance to you, less any applicable service fees.

30. INACTIVE AND ABANDONED ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. For example, if you have not made any transactions to or from your checking account over a period of 12 consecutive months, or to or from your savings account for a period of 36 consecutive months, we may classify your account as inactive or dormant if you do not respond to correspondence sent to your last known address on file.

Beginning one month following the date your account became inactive, and while your account remains inactive, we will charge your account the monthly Inactive Account Fee as set forth in the consumer fee schedule. Monthly minimum balance service charges applicable to your account will not be charged; however, we will impose a monthly inactive account fee on the account for as long as it remains inactive. If you make a transaction to or from your account, or contact us to request a change to active status, we will reclassify your account as active. However, all inactive account fees are non-refundable even if your account is subsequently reclassified as active. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements.

After five (5) consecutive years of inactivity without contact from you, your account will be presumed abandoned. We will charge your account an Abandoned Property Processing Fee as set forth in the consumer fee schedule in the month your inactive account is processed for escheatment. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency. We reserve the right not to send statements on accounts we consider inactive.

31. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

32. INTERNET GAMBLING AND OTHER PROHIBITED OR ILLEGAL ACTIVITIES - You agree that neither the account, nor any access device or Credit Union service will be used in connection with any internet or mobile gambling, money service business (e.g., cash depository, ATM or cash dispensing service, etc.), marijuana related business, or illegal activity (“prohibited activity”). We may terminate your account and membership if any such prohibited activity is engaged in or suspected (now or in the future). We also may restrict account activity with merchants that we believe engage in any such activity, even if the specific activity is not prohibited, or even if you or the merchant is located in a jurisdiction where such activity is not unlawful. You will be liable for any losses resulting from any prohibited activity. You further agree, should prohibited activity occur, to waive any right to sue us in connection with such prohibited activity and to indemnify and hold us harmless from any action or liability, including attorney’s fees and costs, directly or indirectly arising out of such prohibited activity.

33. RESTRICTION OF SERVICES - We may restrict or terminate account access and services without notice to you, and terminate your membership after notice as required by law, for cause, including misuse of your account; material loss to the Credit Union; violation of this Agreement or other agreements and disclosures governing your account; substantial disruption to the operations of the Credit Union; fraud, attempted fraud, or illegal behavior; dangerous or abusive behavior as outlined in any policy we have adopted regarding restricting services or expulsion of members; or as otherwise permitted by law. For example, we may suspend or limit services or expel a member if a member engages in prohibited conduct. Prohibited conduct includes, but is not limited to: physical or verbal behavior that is abusive, discriminatory, offensive, profane, malicious, threatening, disruptive, harassing, slanderous, dangerous, fraudulent, illegal, dishonest or deceptive; unauthorized possession of firearms, electric guns, other weapons, or ammunition on Credit Union property or at a Credit Union event; unlawful possession, use or being under the influence of controlled substances or alcohol on Credit Union property; attempting to coerce or interfere with a Credit Union employee’s performance of duties; causing or threatening damage to Credit Union property; using or accessing Credit Union property without authorization; making spurious claims against the Credit Union; or knowingly disseminating incorrect, misleading, confidential or proprietary information regarding the Credit Union. We also may take such action for failing to maintain required par share value; failing to maintain Credit Union accounts in good standing (e.g., having a negative balance or being significantly delinquent on any loan or other obligation); activity that may cause a loss to the Credit Union (e.g., depositing a counterfeit item, conducting unauthorized activity, providing incorrect or misleading information, giving access to your account to persons not authorized under the Credit Union records, etc.); deliberately or repeatedly violating account requirements; failing to maintain adequate security procedures to safeguard accounts; having any Credit Union account closed due to abusive or negligent behavior; using your account for profiteering, undue gain, or to provide financial services to others; or any action that may cause material risk or financial harm to the Credit Union. We also may restrict account access and services if your account is being misused, or as otherwise permitted by law. This policy also applies to authorized users. Any termination of membership or other action taken by the Credit Union will have a rational basis in response to the prohibited conduct or activity, consistent with applicable law.

34. NEGATIVE INFORMATION NOTICE - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

35. TERMINATION OF ACCOUNT - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; (8) we have cause to restrict your services (see, e.g., the “Restriction of Services” section of this Agreement); or (9) as otherwise permitted by law.

You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

36. TERMINATION OF MEMBERSHIP - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason set forth in this Agreement or as otherwise allowed by applicable law. See, e.g., the “Restriction of Services” section of this Agreement.

37. DEATH OF ACCOUNT OWNER/MEMBER - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we are notified of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a reasonable period after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner’s account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. Please contact the Credit Union for information to establish an estate account.

38. THIRD-PARTY SERVICES AND EXTERNAL WEBSITES - We may provide notices or links to external websites regarding third-party services and products available to Credit Union members. Please review the terms and conditions of use carefully. Such services and products are not obligations of, nor endorsed or guaranteed by the Credit Union nor the National Credit Union Share Insurance Fund. We do not make any express or implied representation or warranty to you concerning the quality, safety or suitability of external websites, or third-party services or products. Alternative services and products may be obtained from other providers of your choice. External websites are not under our control and have different data-collection, privacy, security and other policies. Using the links may identify you as a Credit Union member to the external website operator.

39. CONSUMER USE - This Agreement is for accounts for personal, family or household purpose only. Please contact the Credit Union for information regarding accounts for business use, or if you believe your existing account is incorrectly designated as a consumer account.

40. TIME - You agree that the time periods set forth in this Agreement and our disclosures and other agreements are reasonable, including the time period by which you must notify us as to any error or discrepancy in your account.

41. WAIVER OF RIGHTS - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at any time shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

42. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, such provision shall be deemed revised and shall be enforced to the maximum extent permitted. The remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

43. CONSENT TO JURISDICTION AND VENUE IN HAWAII; APPLICABLE LAW; ENFORCEMENT - This Agreement is governed by the following, as amended from time to time: the Credit Union’s bylaws, federal laws and regulations, the laws and regulations of the State of Hawaii (excluding its choice of law provisions) to the extent not preempted by federal law, and local clearinghouse and other payment system rules. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the courts in Honolulu, Hawaii (the county in which the Credit Union’s principal administrative office is located).

Except as otherwise required by law, you are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your accounts without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

44. RESIDENCY - You agree to notify us in writing if your state of residency for income tax purposes is different from the address for your account. New accounts and certain products and services may be limited to residents of the State of Hawaii.

45. FOREIGN OR INTERNATIONAL TRANSACTIONS - Transactions made or processed outside of the 50 United States or District of Columbia (even if initiated in the United States) may be subject to different requirements and fees. For example, see the consumer fee schedule and consumer electronic fund transfers agreement and disclosure.

46. SHARED BRANCHING - See HSFCU’s funds availability policy regarding funds deposited to your HSFCU account through shared branching. Transactions conducted through shared branching are governed by certain rules and procedures of the financial institution conducting the transaction, such as record retention policies, fees, and transaction receipts. If you have questions, please ask the institution before conducting the transaction.

Federally insured by NCUA

OVERDRAFT DISCLOSURE ADDENDUM

to the Consumer Membership and Account Agreement
and the Business Membership and Account Agreement
(June 1, 2022)

This Overdraft Disclosure Addendum is incorporated into and made a part of the consumer membership and account agreement and the business membership and account agreement. This overdraft disclosure addendum contains important information regarding overdrafts; your account balance; overdrawn accounts; posting transactions to your account; pre-authorization commitments; overdraft payment service; overdraft and returned item fees; overdraft protection program (transfers); linking a line of credit; minimizing fees; and other information.

Please read this overdraft disclosure addendum carefully, and refer to the other parts of your membership and account agreement; fee schedule; funds availability policy; and all other agreements and disclosures applicable to your accounts. Some of the services and examples set forth below may not apply to all of your accounts. If you have questions, please call us on Oahu at (808) 587-2700 or US Toll-Free at (888) 586-1056 during our business hours.

"Overdraft" means there is not enough available balance in your account to pay for a transaction, item or fee at the time it is presented to us for payment. "You," "your" and "yours" mean the account owner. The "Credit Union," "we," "us," "our" and "ours" mean Hawaii State Federal Credit Union.

1. **YOUR ACCOUNT BALANCE.** Your savings (share) accounts and your checking (share draft) accounts have two kinds of balances: the "current" balance (also called the "actual" balance) and the "available" balance. Both can be checked when you review your account online, use our digital or phone banking service, at ATMs that we own (e.g., ATMs in our branches or bearing our name), by phone to our Call Center, or at a Credit Union branch. It is important to understand how the two balances work so that you know how much money you have in your account and how much is available to you at any given time. This section explains current balance and available balance and how they work.

   We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. We also use available balance at the time transactions are posted to your account to determine whether to assess Overdraft or Returned Item Fees.

   Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your current balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft.

   Your current balance is the total amount of money that is in your account at any given time. It reflects the full amount of all deposits to your account, even though some portion of a deposit may not be available to you or may be pending receipt of funds from a third party, less payment transactions that have "posted" to your account. Your current balance does not, however, reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. For example, your current balance does not reflect preauthorized commitments to pay merchants that are pending settlement (i.e., have not yet been paid or posted to your account), nor checks or other payments that have not yet posted. Thus, while the term "current" may sound as though the amount you see is an up-to-date display of what is in your account that you can spend, that is not always the case. For example, if you have a $50 current balance, but you just wrote a check for $40, then your current balance is $50 but it does not reflect the pending $40 check transaction. At that point, you actually have $50 in your account, but you have already spent $40.

   Your available balance is the amount of money in your account that is immediately available for use. Your available balance is your current balance decreased by adjustments for factors such as restrictions placed on deposits and preauthorization commitments that the Credit Union has made but that have not yet posted to your account. Your available balance also may be reduced by the amounts that you have pledged to secure loans, amounts that are subject to garnishment or other judicial process, etc. For example, assume you have a current balance of $50 and an available balance of $50. If you were to swipe your debit card at a merchant to buy groceries for $20, then that merchant could ask us to guarantee or authorize the payment. In that case, we will reduce your available balance by the amount of the "pre-authorization commitment," which is $20. Your current balance would still be $50 because this transaction has not yet posted, but your available balance would be $30 because you have a commitment to pay the merchant $20. When the merchant submits its bill for payment (which could be several days later), your current balance will be reduced by the amount of the posted transaction (in this example, $20) and both your current and available balance will be $30.

2. **WHEN IS YOUR ACCOUNT OVERDRAWN?** Available balance at the time a transaction is presented to us for payment is used to determine when your account is overdrawn. The following example illustrates how this works. Again, assume your current balance and available balance are both $50, and you swipe your debit card at a merchant for $20. The merchant requests a pre-authorization commitment and we reduce your available balance to $30. Your current balance is still $50. Before the merchant transaction is sent to us for payment, a check that you wrote for $40 clears. Because you have only $30 available (you have a commitment to pay the merchant $20), your account will be overdrawn by $10, even though your current balance is $50. In this case, we may pay the $40 check, but you will be charged an overdraft fee for the $40 transaction, even though your current balance may exceed the amount of the transaction. That fee will be deducted from your account, further reducing the balance. When the merchant requests payment for the $20 transaction, your available balance will be insufficient to cover the $20 transaction. This will result in an overdraft fee for the $20 transaction also, even though your available balance was sufficient at the time the pre-authorization commitment for the transaction was approved.

   IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. Your available balance may not reflect all of your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account. Your available balance also may not reflect recent deposits to your account that are subject to our funds availability policy.

   In addition, your available balance may not reflect all of your pending debit card transactions. For example, if a merchant obtains a pre-authorization commitment but does not submit a one-time debit card transaction for payment within three (3) business days after pre-authorization, we may increase your available balance by the amount of the pre-authorization commitment. This means that your available balance will not reflect the pending transaction until the transaction has been received by us and paid from your account (i.e., posted). (Note that this commonly happens with certain types of pre-authorized commitments, such as car rentals and international purchases, depending on the merchant.) Even though we may increase your available balance when a merchant does not submit the transaction for payment in a timely manner, the obligation to the merchant still applies. The time period for the pre-authorization commitment may be different for certain types of merchants such as gas stations that may have pre-authorization commitment period of several hours, or for transactions or accounts that involve suspicious or unusual activity.

The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item.

3. **POSTING TRANSACTIONS TO YOUR ACCOUNT**. The two basic types of transactions for your account are: (1) credits (deposits) into your account, and (2) debits (withdrawals or payments) out of your account. We may receive multiple credit and debit transactions on your account in many different forms throughout the day. This is a general description of how certain types of transactions are posted and exceptions may apply. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

   Some items are received by us individually and others are received in batches. Items that we receive individually are posted to your account immediately upon receipt, in the order received. (Items received by mail are not processed on weekends or holidays, and may be processed in random order.) Individual debits that we receive electronically are posted 24 hours a day, 7 days a week. Items that we receive by batch are aggregated and processed before the start of the next processing day, first by processing all batched credits; then by processing all batched ACH debits, from low to high dollar value; and then by processing all batched checks, from low to high dollar value. Pending transactions are subject to reversal. ACH items that have a future settlement date (such as payroll deposits, government benefits, and ACH recurring debits) are processed prior to the start of business on the settlement date. There may be exceptions on when debits are posted, or a delay in receiving ACH and other third-party deposits. You may contact the Credit Union to confirm whether a debit or deposit has been posted, to determine availability of deposited funds, and to determine your available balance.

   When we post an item to your account, your current balance will immediately decrease by the amount of the transaction. Items that we often receive individually include ATM withdrawals and over-the-counter teller transactions. Examples of items that we often receive in batches include checks drawn on your account presented by other financial institutions and ACH transactions. We may receive debits for purchase transactions made with your debit card individually or in groups, depending on the merchant. Exceptions may apply. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains how and when we post transactions to your account.

   Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. In most cases, we will follow the order set forth in this overdraft disclosure addendum. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the items that are paid and the total amount of Overdraft and Returned Item Fees that may be charged to your account. We may choose our order of processing items irrespective of the fees that may result. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

   Credits. We reserve the right to refuse any item for deposit into your account. Your available balance may not reflect the most recent deposits to your account. For details on the availability of funds that are deposited, see our funds availability policy.

   Debits. There are several types of debit (withdrawal) transactions. Common types of debit transactions are described below. Note that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

   - **ACH Debits**. Multiple Automated Clearing House (ACH) transactions are sent to us by the Federal Reserve Bank in a data file (i.e., batched). ACH debits include, for example, automatic bill payments that you have authorized. ACH debits may be arranged by you with a payee (such as your utility company or insurance company), or in person at a Credit Union branch. ACH debits are posted on the settlement date.
   - **ATM Withdrawals, Teller Withdrawals, Private Line Telephone Transfers.** When you make a withdrawal at an ATM or Teller, or a Private Line telephone transfer, it is processed individually and deducted from your account immediately.
   - **Bill Payments.** When you use our Bill Payment Service, payments may not be reflected in your current balance or your available balance until two (2) business days after the scheduled payment date.
   - **Checks.** When you write a check, the check may be processed through a clearing unit, such as a Federal Reserve Bank, which sends us multiple checks in a clearing file (i.e., batched). On-us checks cashed at any of our branches are processed individually and deducted from your account immediately.
   - **Move Money External Transfers.** When you use our Move Money Service to make transfers from Credit Union accounts to external accounts at other financial institutions, we process the transfers on our business days in batches in the afternoon. It may take two business days or longer for the other financial institution to receive and process the transfers. (We process transfers that are scheduled for a future date in batches in the afternoon of the scheduled date (or in the afternoon of our next business day if the scheduled date is not a business day); the transfer will not be reflected in your Credit Union current balance or your Credit Union available balance until the scheduled date.) (Credits that we receive from an external account at another financial institution are received in batches and processed as ACH credits.)
   - **Move Money Transfers Within HSFCU.** When you use our Move Money Service to make transfers between Credit Union accounts, transfers are processed individually and deducted from your account immediately. (We process transfers that are scheduled for a future date individually on the scheduled date; the transfer will not be reflected in your current balance or your available balance until the scheduled date.) (Credits are processed simultaneously with the debits.)
   - **Person-to-Person (P2P) Transfers.** When you use our Person-to-Person (P2P) Service to make transfers from your Credit Union accounts, transfers are processed individually and deducted from your account immediately.
   - **PIN-Based Purchase Transactions.** A Personal Identification Number (PIN)-based purchase transaction occurs when your debit card is used to make a purchase and the merchant processes the transaction through a PIN debit network, such as Star or Interlink. (A purchase transaction may be a PIN-based transaction even if the merchant does not require you to enter your PIN.) A PIN-based purchase transaction is similar to an ATM withdrawal because money usually is deducted from your account immediately at the time of the transaction. Some PIN-based purchase transactions, however, are not presented for payment immediately, depending on the merchant.
   - **Recurring and Nonrecurring Debit Card Transactions.** Debit card transactions can be recurring or nonrecurring. Recurring transactions are where you use your debit card to set up a recurring monthly payment, such as a gym membership. Nonrecurring transactions are one time transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or nonrecurring transaction. We will rely on how the merchant characterizes the transaction for purposes of processing it and your only recourse for an improperly coded transaction is with the merchant who submitted it to us.

- **Signature-Based Purchase Transactions.** A signature-based purchase transaction occurs when your debit card is used to make a purchase and the merchant processes the transaction through a signature-based network, such as Visa. The merchant may require you to sign for the purchase instead of entering a PIN. (In some situations, the merchant may not require a signature, such as for an internet purchase or for a purchase below a certain dollar amount.) Signature-based purchase transactions may be processed individually or batched, depending on the merchant.

4. **PRE-AUTHORIZATION COMMITMENTS**. A merchant may seek pre-authorization for a purchase transaction made with a debit card to ensure it is paid. When this happens we generally reduce your available balance by the amount of the pre-authorization commitment because we are obligated to pay it. We reduce your available balance as we receive (and accept) the pre-authorization request, but your current balance is not affected until the transaction is processed by the merchant and submitted to us for payment. This can happen instantly or sometimes days after the transaction, depending on the merchant. These payment requests generally are received in real time throughout the day and are immediately posted to your account when they are received.

   Please note: The amount of a pre-authorization commitment may differ from the actual payment because the final transaction amount may not be known to the merchant when the merchant submits a pre-authorization request. For example, a restaurant may request a pre-authorization commitment on your account for the amount of your bill, but when the transaction posts it may be for an amount that includes a tip that you authorized. A difference in amount may also happen when you use your debit card at gas stations, hotels, car rental companies, and other establishments. In some cases, the merchant may ask us to authorize an amount that is greater than the final payment. When this happens, we will reduce your available balance by the amount authorized and you may incur fees based on an insufficient available balance, even though you would not have incurred fees if the amount of the authorization was the same as the final payment amount. We cannot control how much a merchant asks us to pre-authorize, or how long a merchant takes to submit a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the amount of authorization is set aside and made available to pay the specific transaction authorized.

   The hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and the Credit Union is therefore obligated to pay it when presented.

5. **OVERDRAFT PAYMENT SERVICE.** If a check, item or transaction is presented without a sufficient available balance in your account to pay it, then we may, in our discretion, pay the item or return the item. The Credit Union's overdraft policy allows us to authorize payment for the following types of transactions regardless of whether your account has a sufficient available balance: (1) checks and other transactions made using your checking account, except as otherwise described below; (2) bill payments; (3) ACH transactions and (4) recurring debit card payment transactions.

   Please note that for ATM and one-time debit card transactions for consumer checking accounts, you must affirmatively consent (opt-in) to our overdraft payment service for such coverage. Without your consent, we may not authorize an ATM transaction or a one-time debit card transaction if your consumer checking account does not have a sufficient available balance. If you do not opt-in, we will not assess an overdraft fee in a consumer checking account because the transaction is declined. Contact the Credit Union to opt-in to, or to disenroll from, our overdraft payment service for ATM transactions and one-time debit card transactions for consumer checking accounts.

6. **OVERDRAFT AND RETURNED ITEM FEES.** If we do elect to pay an Overdraft, then we will charge you an Overdraft Fee. If we decline to pay a check, ACH or bill pay transaction, then it will be rejected and you will be charged a Returned Item or Non-Sufficient Funds (NSF) Fee. We will not charge you an Overdraft or Returned Item Fee for a debit card transaction or ATM withdrawal that we decline to authorize. Overdraft and Returned Item Fees are described in our fee schedules.

   Note: Check and ACH payment transactions that are declined may be presented to us again for payment multiple times until paid. You may be charged a Returned Item or Overdraft Fee each time an item or transaction is presented for payment, even if it was previously declined and a fee was previously charged.

   Except as otherwise agreed in writing, if we pay items when your available balance is insufficient, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee when your available balance is insufficient, you agree to pay the insufficient amount. You also agree to pay the fee assessed by us in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

7. **OVERDRAFT PROTECTION PROGRAM (TRANSFERS)**. If we have approved an overdraft protection program for your checking account, we may honor debit transactions when your account has an insufficient available balance by transferring funds from another account or a line of credit (see Section 8 below), as you have directed, or as required under the Credit Union's overdraft policy. Funds will be transferred in multiples of $100 to cover the amount of the overdraft. Funds transferred from your savings accounts are subject to the transaction limitations described in your applicable consumer Truth-in-Savings disclosure or business rate schedule & account disclosure. Should the available balance be less than $100, we will transfer the available balance only if it is sufficient to cover the overdraft. If funds are transferred from your savings account, we may take your account balance below the minimum balance requirement as described in your account disclosure, and the monthly service fee will apply. The fee for overdraft transfers, if any, is set forth in your account fee schedule. Contact the Credit Union to enroll in the overdraft protection program. (Savings accounts are limited to six (6) preauthorized, automatic, telephone, or audio response transfers (including overdraft protection transfers) to another account for which the member is an accountholder. Transfers beyond the six will not be processed.)

8. **LINKING A LINE OF CREDIT.** If you have a line of credit with us, you may link your line of credit to your checking account through our overdraft protection program. When funds are drawn from your line of credit, interest is assessed in accordance with the terms of the line of credit account. As described above, funds generally will be transferred in multiples of $100 to cover the amount of the overdraft. Contact the Credit Union if you want to apply for a line of credit. When you obtain the line of credit, remember to add it to your overdraft protection program.

9. ***MINIMIZING FEES. The best way to know the amount of your available balance and to avoid paying Overdraft or Returned Item Fees is to record and track all of your transactions closely, including pre-authorization commitments, outstanding checks, ACH debits, bill payments, digital banking transfers, Private Line phone banking transactions, restrictions on deposits (or returned deposits), garnishments and other items that reduce your available balance. When in doubt as to the amount of a pre-authorization commitment, we suggest you ask the merchant what its policy is, and how long it takes for the transaction to be submitted for payment.***

   The Credit Union offers various ways to help you minimize your Overdraft and Returned Item Fees. For example, you may enroll in an automatic overdraft protection program which transfers funds from specified accounts at the Credit Union with a sufficient available balance; or you may apply for a Line of Credit and link the line of credit to your account; or you may decide not to opt-in to the overdraft payment service for consumer checking accounts.

10. **OTHER INFORMATION. IF YOU DO NOT UNDERSTAND THIS OVERDRAFT DISCLOSURE ADDENDUM, HAVE ANY QUESTIONS, OR WOULD LIKE MORE INFORMATION, PLEASE CONTACT US** on Oahu at (808) 587-2700 or US Toll-Free at (888) 586-1056 during our business hours (or if you cannot access a toll free number, call us collect at (808) 587-2700).

This overdraft disclosure addendum is in effect as of the date indicated. This information may have changed. To find out what may have changed, please call us at the phone number above or write to us at Hawaii State Federal Credit Union, P. O. Box 3072, Honolulu, HI 96802-3072. Please file this with your other Credit Union documents and agreements.

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FEDERAL CREDIT UNION

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CHANGE IN TERMS NOTICE
(Effective August 1, 2024)

The following is added to the Consumer Membership and Account Agreement and to the Business Membership and Account Agreement.

Expulsion Policy Disclosure. We may terminate your membership in Hawaii State Federal Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the Credit Union for cause.

Cause is defined as follows: (A) a substantial or repeated violation of the Consumer Membership and Account Agreement or Business Membership and Account Agreement, as applicable, with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

Before the board votes on an expulsion, we must provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. We must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. Unless we determine to allow otherwise, there is no right to an in-person hearing with the board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the Credit Union.

We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the Credit Union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.

For additional information on expulsion and a copy of our expulsion policy, see Article XIV of our Bylaws.

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ARBITRATION AND WAIVER OF CLASS ACTION

(ARBITRATION AGREEMENT)

You and the Credit Union agree that any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims") that are threatened, made, filed or initiated after the Effective Date (defined below) of these Arbitration and Waiver of Class Action provisions (collectively, "Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request.

Neither party shall be entitled to demand the arbitration of an action filed in small claims court (or an equivalent court in the state in which the member resides), for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is brought, transferred, removed or appealed to a different court, such claim shall be subject to arbitration pursuant to this Arbitration Agreement. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue.

The Claims shall be resolved by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney or retired judge with experience and knowledge regarding financial institutions and transactions.

We will advance and/or pay, as applicable, the fees and costs of the arbitration pursuant to this Agreement (i) if applicable law requires us to, (ii) if you prevail in the arbitration, or (iii) if we must advance such fees and costs in order for this arbitration provision to be enforced, subject to the arbitrator's award, if any, of arbitration fees and costs to the prevailing party. In each case, each party will pay for its own attorney fees and costs, if any, for prosecuting and defending claims, except that the arbitrator may award the prevailing party its reasonable attorney fees and costs, including expert witness fees.

For consumer accounts, the arbitration hearing shall be conducted at a location within fifty miles of your residence (if in the United States) at the time the arbitration is initiated; if your residence is outside of the United States, the arbitration hearing will occur in Honolulu, HI. For all disputes regarding business accounts, the arbitration hearing will occur in Honolulu, HI.

All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Arbitration Agreement shall be deemed the commencement of an action for such purposes.

The arbitrator's decision shall be final and binding and may be entered as a judgment in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including public injunctive relief.

Any issue concerning whether or the extent to which any claim is subject to arbitration, including issues relating to the validity or enforceability of this arbitration provision, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action waiver below.

For more details, refer to the American Arbitration Association's website, www.adr.org, or call the American Arbitration Association's Customer Service telephone number at (800) 778-7879, or contact any Credit Union branch or call the Credit Union at 587-2700 (Oahu) or toll-free 1 (888) 586-1056 (Continental U.S. and Neighbor Islands).

This Arbitration Agreement does not preclude you from bringing issues regarding your accounts to the attention of any federal, state or local agency or entity. Such agency or entity may be able to seek relief on your behalf.

Nothing in this Arbitration Agreement shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration.

Exception for Covered Loans to Covered Borrowers under the Military Lending Act. The arbitration provision does not apply to Covered Loans made to Covered Borrowers, as prohibited under the Military Lending Act, 10 US § 987(e)(3).

WAIVER OF CLASS ACTION – YOU AND WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

YOUR RIGHT TO OPT-OUT: ARBITRATION AND WAIVER OF CLASS ACTION – IF YOU DO NOT WANT THIS ARBITRATION AGREEMENT TO APPLY, YOU MAY OPT-OUT BY SENDING A WRITTEN OPT-OUT REQUEST TO THE CREDIT UNION. YOUR OPT-OUT REQUEST MUST BE POSTMARKED WITHIN SIXTY-ONE (61) DAYS AFTER YOUR FIRST RECEIPT OF THIS ARBITRATION AGREEMENT. YOUR OPT-OUT REQUEST MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, AND PERSONAL SIGNATURE, WITH A STATEMENT THAT YOU WANT TO OPT OUT OF THIS ARBITRATION AGREEMENT. YOU MUST MAIL YOUR OPT-OUT REQUEST TO: HAWAII STATE FEDERAL CREDIT UNION – ATTN: COMP ARBITRATION, P. O. BOX 3072, HONOLULU, HI 96802-3072. OPTING OUT WILL NOT TERMINATE ANY OTHER AGREEMENTS OR ACCOUNTS YOU MAY HAVE WITH THE CREDIT UNION AND SHALL NOT AFFECT ANY OTHER RIGHTS AND OBLIGATIONS OWED BY OR TO YOU.

Effective Date. This Arbitration Agreement is effective on the 61st day after we first provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of YOUR RIGHT TO OPT-OUT provision above.

This Arbitration Agreement shall survive your death, the closing of any of your accounts, or the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law.

In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any other term or provision of this Arbitration Agreement is held to be invalid or unenforceable, it shall be deemed revised and enforced to the maximum extent permissible, and the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

HAWAII STATE FEDERAL CREDIT UNION

FUNDS AVAILABILITY POLICY

This disclosure describes your ability to withdraw funds at Hawaii State Federal Credit Union ("HSFCU" or "Credit Union"). It only applies to the availability of funds in Share Draft/Checking accounts. The credit union reserves the right to delay the availability of funds deposited to Share/Savings and Term Share accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. General Policy. Our policy is to make funds from cash and check deposits available to you on the business day we receive deposits made in person to an employee at a HSFCU branch. Funds from electronic direct deposits will be available by the day we receive the deposit. Longer delays may apply (see below). Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Even after we make funds available to you, and the funds have withdrawn, you are responsible for checks and other items that are returned to us unpaid and for any other problems involving the deposit.

2. Determining the Availability of your Deposits. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit in person to an employee at any one of our branches before the close of business on a day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of the business day or on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

3. Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the business day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the third (3rd) business day after the day of your deposit. However, the first $275 of your deposit will be available immediately on the business day of your deposit. If we are not going to make all of the funds from your deposit available on the business day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is made by mail, or drop box, or if we decide to take this action after you have left the premises, we will mail or deliver to you the notice no later than the business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

4. Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit. We reserve the right to refuse or return any deposit, to limit the amount of any deposit, or to accept a check or item for collection only.

5. Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first $6,725 of a day's total deposits of cashier's, certified, teller's, travelers, official, and federal, state, and local government checks will be available immediately on the business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the seventh (7th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

6. Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the checks we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described in this disclosure for the type of check you deposited.

7. Special Rules for Deposits Made through ATMs, Shared Branching, and Remote Deposit Capture. Deposits made through ATMs, shared branching, and remote deposit capture are immediately posted to your account. However, those deposits are subject to verification and are not available for immediate withdrawal. The first $275 of checks deposited will be available immediately on the business day of your deposit (irrespective of the manner in which the checks are deposited); the remainder may not be available until the third (3rd) business day after the day of your deposit. We will not provide you with separate notice of the three-day hold for deposits made through ATM, shared-branching, or remote deposit capture. However, you may check your "available funds" balance via online banking, mobile banking, phone banking (Private Line), or by contacting us. Checks deposited through ATMs, shared branching or remote deposit capture are subject to additional check hold provisions stated in this Policy Limitations may apply.

The daily deposit cut-off time is 12:00 Noon HST for remote deposit capture deposits, and 1:00 pm HST for ATM deposits, Monday through Friday excluding state and federal holidays. Checks deposited on or before the cut-off time are considered received on the same day. Deposits made after the cut-off time or on Saturday, Sunday, state and federal holidays are considered deposited on the next business day. (We may extend our cut-off times by one hour when California observes daylight savings times.)

Federally insured by NCUA

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CONSUMER ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Consumer Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Hawaii State Federal Credit Union ("Credit Union").

In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings (share) and checking (share draft) accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below.

By signing an application or account card for EFT services, signing your debit card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

This Agreement supplements, but does not replace, any other agreements, disclosures, terms and conditions, and other information that we have provided to you, all of which continue to be applicable to your Hawaii State FCU accounts and services, such as your account card, consumer membership and account agreement and overdraft disclosure addendum, arbitration agreement (if applicable), consumer fee schedule, consumer digital banking services agreement, funds availability policy disclosure, Truth-in-Savings disclosure, consumer privacy notice, and other agreements, disclosures, terms and conditions, notices, etc. (the "Account Documents"). Additional requirements and restrictions also may be set forth in the instructions when you make a transaction. Certain services also have agreements with additional terms and conditions that apply to the particular service, or end user agreements from our Service providers.

This Agreement applies only for use with respect to your accounts used primarily for personal, family, or household purposes and does not apply to accounts used for any business purposes (which are instead subject to the business electronic services agreement). Please contact the Credit Union for information regarding accounts for business use or if you believe your existing account is incorrectly designated as a consumer account.

Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

We recommend that you print and retain a copy of this Agreement for your records. You may obtain current copies of the Account Documents by contacting HSFCU.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union. Subject to the restrictions imposed by the Credit Union from time to time.

a. Debit Card. If approved, you may use your Visa® debit card ("card") to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the internet. If you wish to pay for goods or services over the internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the consumer fee schedule.

LOANLINER
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You may use your card and personal identification number (PIN) in ATMs of the Credit Union, and participating networks, and such other machines or facilities as the Credit Union may designate. (ATM Locations and participating networks are listed on the Credit Union's digital banking platforms.) In addition, you may use your card without a PIN for certain transactions with participating networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your designated accounts.
- Withdraw funds from your designated accounts.
- Transfer funds from your designated accounts.
- Obtain balance information for your designated accounts.
- Access your Overdraft Protection Plan accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa debit or at POS terminals that carry the logos of participating networks.
- Order goods or services online or by mail or telephone from places that accept Visa debit.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify the merchant that you are revoking the merchant's authorization for the charges to your card and the revocation is processed.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed. You are responsible for making direct payment until recurring charges resume and for assuring that the merchant has your updated card information.

b. Phone Banking (Private Line). If we approve Phone Banking (Private Line) for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Phone Banking (Private Line) to:

- Transfer funds from your designated accounts.
- Obtain balance information for your designated accounts.
- Make loan payments from your designated accounts.
- Access your Overdraft Protection Plan account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the date and amount of recent deposits.
- Report a card lost or stolen.
- Activate your Card.

Your accounts can be accessed under Phone Banking (Private Line) using a telephone. Phone Banking (Private Line) service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

c. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck, federal recurring payments, such as Social Security, or other funds to your consumer savings or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings or checking account.

- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect for six (6) months unless you withdraw your request or all transfers subject to the request have been returned. Contact us if you want to extend the stop payment order (additional fees apply).
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

e. Digital Banking. If Digital Banking Services (mobile or online) are activated for your account(s), you will be required to use secure login information to access the account(s). Please refer to the consumer digital banking services agreement for more information. At the present time, you may use Digital Banking Services to:

- Transfer funds from your savings, checking, and line of credit accounts.
- Obtain balance information for your savings, checking, loan, certificate, and credit card accounts.
- Make loan payments from your savings and checking accounts.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Apply for a loan.
- Contact us through live chat and secure email support.
- Determine if a particular item has cleared.
- Make check deposits.
- Manage external accounts.
- Make external fund transfers.
- Open new accounts.
- Place check stop payments.
- Setup account alerts via SMS text, push notification or email.
- Setup alerts on your debit card.
- Set up recurring transactions.
- Verify the date and amount of recent deposits.
- View eStatements.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed via Digital Banking from a personal computer or mobile device that has internet access. Digital Banking Services will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

f. Bill Payment Service. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. Please refer to the consumer digital banking services agreement for more information.

We will withdraw the designated funds from your consumer checking account for bill payment transfer two (2) business days after the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were

sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

g. General. If you have enrolled in our overdraft protection program for your account, we may honor debit transactions when that account has insufficient available funds by transferring available funds from another account or a line of credit as you have directed, for debit card transactions, preauthorized EFTs, electronic check conversions, and bill payments, as described in our overdraft protection (ODP) authorization form and our overdraft disclosure.

We reserve the right to refuse any transaction which would draw upon insufficient available funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction and will notify you as required by law. We may (but are not required to) process any transaction in excess of your available balance or other transaction limits, in accordance with our overdraft policy. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union, in accordance with our overdraft policy. In the event of repeated overdrafts, we may terminate all services under this Agreement, suspend or terminate your account, and take other action to enforce our rights.

We may suspend or terminate service if we suspect fraud or for other security reasons.

Unless we are permitted by law to do so, after we have time to process notice of a bankruptcy filing, we will stop transferring funds from the bankruptcy debtor's Credit Union account to pay Credit Union loans if such transfers were only authorized prior to the bankruptcy filing. We also may stop honoring any bill-pay or other debit instructions and take other action, depending upon applicable bankruptcy law.

The availability of checks deposited through ATMs or Digital Banking may be delayed. To avoid delay, you may go to any Hawaii State FCU branch to make your deposit.

2. TRANSFER LIMITATIONS — There are maximum dollar amounts and daily limits for each type of electronic fund transfer. There also are daily limits for the number of ATM withdrawals and transfers. The limits may vary for safety and security concerns. For all Regular Share, Investment Share and Relationship Max Share 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 digital banking transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. Transactions that exceed the transfer and withdrawal limitations may not be processed If you exceed these limitations, your account may be subject to a fee or be closed. (The six-transfer limit does not apply to withdrawals made in person, by mail, messenger or at an ATM, or for telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.)

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign or International Transactions.
Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign or international transactions, including purchases, cash withdrawals and credits to your account. For the purpose of this Agreement, a foreign or international transaction is any transaction made or processed outside of the 50 United States or District of Columbia (even if initiated in the United States), with the exception of transactions on U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Lax security measures, such as simple or easily accessible passwords, carry a significantly greater risk of loss than more rigorous measures. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Digital Debits. Digital debits (e.g., internet or mobile bill payments and other withdrawals) may be charged against your account before any deposits are credited to your account. If your available balance is insufficient to pay all debits, we may elect to pay or reject debits in any order.

f. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current consumer fee schedule. From time to time, the fees and charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged fees and surcharges by the ATM operator and by any international, national, regional, or local network used in processing the action (and you may be charged a fee or surcharge for a balance inquiry even if you do not complete a transfer). The ATM fees and surcharges will be debited from your account if you elect to complete the action or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees and surcharges for multiple actions during the same ATM session (for example, fees and surcharges for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you may receive replacement funds on a provisional basis, which may be withheld, delayed, limited or rescinded in the event of: gross negligence or fraud; delay in reporting unauthorized use; investigation and verification of claims; account standing; and history. The transaction at issue must be posted to your account before replacement funds may be issued. You will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than $50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the

transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, CALL us immediately to BLOCK YOUR CARD. Please refer to the separate document, "Dispute Contact Information," for the proper phone number and address to use to contact us, including if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, digital transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling us on Oahu at (808) 587-2700 or US Toll-Free (888) 586-1056. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary 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 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 or court orders;
- If you give us your written permission.
- As otherwise permitted by law.

8. BUSINESS DAYS — For purposes of these disclosures, our business days are Monday through Friday, excluding Credit Union holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough available funds in your account to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our funds availability policy disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If funds in your account are subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, or digital banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Pursuant to any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

a. Security Measures — In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (e.g., cell phone number), or by email, to deliver to you any security messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These security messages will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The security messages will be concise and limited in frequency as required by law. To receive these security messages, it is important that you inform us if your telephone or email address changes. You will have an opportunity to opt-out of security messages at the time of delivery.

b. Protect Your Identity— We will never contact you by email, text, telephone, mail or other type of correspondence and request your PIN, password, username, access code, social security number or other sensitive information. If you are contacted by anyone asking for such information, you should refuse and contact us immediately. You may be the target of identity theft.

c. Time-Sensitive Messages— If you have an important message for us that is time-sensitive (for example, if you want to report a lost or stolen ATM card or credit card, if you want to stop payment on a check, or if you have other information which requires prompt action), do not rely on email, as we may not check our email messages regularly. Instead, please telephone us immediately. We also may require that you send us your comments in writing.

d. General Email Messages — You may send us general email messages by contacting us at memberservices@hsfcu.com. Do not include any personal or confidential information in any email that you send to us, whether through our website or through a different email provider. Email is NOT SECURE. Never email your account number, PIN, password, username, access code, social security number, or other sensitive information.

e. Confirmation — Whenever you email us, if you do not receive a response from us (not counting a receipt automatically generated by the computer) within one business day, please contact us to confirm that we received your email and are addressing your concern.

11. SAFETY PRECAUTIONS FOR ATMs AND NIGHT DEPOSITS — The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.

- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

12. BILLING ERRORS — In case of errors or questions ("Disputes") about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Please refer to the separate document, "Dispute Contact Information," for the proper phone number and address to use to contact us. (See section 5 above, Member Liability, for more information.)

When you contact us:

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

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

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

You agree to cooperate with the Credit Union in obtaining reimbursement or other recourse from any person who received funds incorrectly, and to offset any amount owed by you to the recipient or its affiliates.

13. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our system not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

14. CONSENT TO JURISDICTION AND VENUE IN HAWAII; APPLICABLE LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Hawaii (excluding its choice of law provisions) to the extent not preempted by federal law, and local clearinghouse and other payment system rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in Honolulu, Hawaii (the court of the county in which the Credit Union's principal administrative office is located).

15. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If you do not have sufficient available funds in your account to cover any debits or costs or fees that we have assessed or incurred in connection with your account or services, you agree that you will pay us such amounts immediately upon demand. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions. Should any one or more provisions of these rules or the provisions of your account agreement be determined illegal or unenforceable by a court of competent jurisdiction, then such provision shall be modified and enforced by the court to the maximum extent allowed. Any such modification shall not affect any other provision of this Agreement.

HAWAII STATE
FEDERAL CREDIT UNION

FACTS	WHAT DOES HAWAII STATE FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security number and account balances ■ transaction history and payment history ■ credit history and credit scores When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Hawaii State Federal Credit Union chooses to share; and whether you can limit this sharing.

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

Questions?	Call us on Oahu at (808) 587-2700, or US Toll-Free at (888) 586-1056, or visit www.HawaiiStateFCU.com

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What we do	
How does Hawaii State Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic, and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Hawaii State Federal Credit Union collect my personal information?	We collect your personal information, for example, when you ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ We have no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ Nonaffiliates we share with can include mortgage brokers companies, insurance companies, government agencies, plastic card processors (credit/debit/ATM), financial statement publishers or printers, mailhouse companies, consumer reporting agencies, data processors, check printers, shared branching service providers, and call center service providers.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Our joint marketing partners include companies such as insurance companies (or insurance company administrators).

HAWAII STATE
FEDERAL CREDIT UNION

P.O. Box 3072 Honolulu, HI 96802-3072 | www.HawaiiStateFCU.com

DISPUTE CONTACT INFORMATION

Please contact us at the appropriate phone number indicated below, depending on which of the two categories of Disputes (including errors, disputes and unauthorized transactions) is applicable:

Call us:

- Please call us at US Toll -Free at (866) 820-6821 (or if you cannot access a toll-free number, call us collect at (727) 299-2449) to report possible Disputes regarding the following transactions:
  - Credit card transactions
  - Debit card transactions (including transactions with merchants), *other than ATM transactions*;
  - Electronic fund transfers (including transactions made with merchants) using your debit card, *other than transactions made with your credit card or as specifically listed in the category below.*

- Please call our Member Service Call Center on Oahu at (808) 587-2700 or US Toll-Free at (888) 586-1056 (or if you cannot access a toll-free number, call us collect at (808) 587-2700) during HSFCU hours, or go to a HSFCU branch, to report all other possible Disputes, such as those regarding:
  - ATM transactions;
  - ACH transactions;
  - HSFCU Digital Banking (Online and Mobile App) Fund Transfers;
  - HSFCU Member to Member Account Transfers;
  - HSFCU Pay a Person (Person to Person, Peer-to-Peer, P2P) Transfers; and
  - HSFCU Bill Pay.

We may be able to provide you with additional information regarding a possible Dispute through our Member Service Call Center or at a HSFCU branch; however, ***you must report a possible Dispute using the phone number that corresponds to the appropriate category indicated above (or mail us written notice), even if you also speak to someone at a HSFCU branch or at our Member Service Call Center about the possible Dispute*** *(except for transactions listed in the last category, where we expressly state that you may go to a HSFCU branch or call our Member Service Call Center to report a possible Dispute for that category of transactions).*

Or write to us:

Customer Service
P.O. Box 31112
Tampa, FL 33631-3112

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ONLINE FRAUD PREVENTION GUIDE

ONLINE BANKING SECURITY
At Hawaii State FCU, the safety and security of your financial information is of utmost importance to us. It is equally important for YOU to be educated and informed about the types of online fraud and theft that could compromise your personal information and finances. Please read the following important information on how to keep your accounts safe.

MEMBER CONTACT
Hawaii State FCU or any of its employees will never call, email or otherwise contact you and ask for your user name, password or other online banking credentials. If you are contacted by anyone requesting this information, DO NOT provide the information. Instead, hang up and call our Member Service Center immediately at **(808) 587-2700** (Oahu) or toll-free **1-888-586-1056**. You may be the victim of a fraudster.

If you suspect fraud on your account, notify Hawaii State FCU immediately so that we may take action to protect your account. You may use Online Banking to review account transactions or call our Member Service Center.

ACCESSING ONLINE BANKING
To access your account using Online Banking, you will need to use your User ID and password. You may change your password within Online Banking by clicking on the My Settings link. We recommend that you change your password regularly. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password, account number, and other account data confidential. This is extremely important to prevent unauthorized use of your account. You agree that you will be responsible for all transfers and payments made from your account by anyone to whom you give your user ID and password, even if their use is beyond your instructions.

BUSINESS ACCOUNTS
Business members must implement sound security practices within your place of business to reduce the risk of fraud and unauthorized transactions. Such practices may include frequent online review of your accounts because business accounts do not have the same consumer protection rights as consumer accounts.

CONSUMER ACCOUNTS
If you believe your password has been lost or stolen and you notify us within two business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as $500. After 60 days, you could be legally liable for the full amount. The Consumer Electronic Fund Transfers Agreement and Disclosure provides detailed information. Please let us know if you would like another copy.

BEWARE OF PHISHING EMAILS
Phishing e-mail messages and the websites they link to typically use familiar logos and familiar graphics to deceive individuals into thinking the sender or website owner is a government agency or a company they know. Sometimes the phisher urges intended victims to “confirm” account information that has been “stolen” or “lost.” Other times, the phisher entices victims to reveal personal or account information by telling them they have won special prizes, earned exciting rewards, or that information is needed to deposit funds into the account. There is no way to completely eliminate the risk of receiving a phishing attempt. The most important thing to remember is not to respond.

OTHER IMPORTANT TIPS TO CONSIDER
Here are some other important tips to help you better protect yourself:

- Create “strong” passwords on all your financial, email and online retail accounts. The passwords should have numbers, upper- and lower-case letters and symbols. Avoid using your first or last name as a user ID.
- Never use for a password the last four digits of your social security number, your maiden name, date of birth, middle name, child’s name, pet’s name or anything else easily discovered or guessed.
- Never share User IDs, passwords, PIN numbers, dynamic tokens, etc. with anyone. Do not leave them in an area that is not locked or secured.
- Do not use the same login or password on any other website or software.
- Obtain and install antivirus, anti-malware and anti-spyware software, and consider installation of a firewall and make sure it is automatically updated by the vendor or take necessary steps to keep it updated.
- Limit or eliminate unnecessary web surfing and/or email activity on computers used for online banking.
- Clear the internet browser’s cache before and after visiting websites.
- Verify use of a secure session (https:// and not http://) for online banking sessions.
- Avoid saving passwords to a computer.
- Never leave a computer unattended when using any online banking service, and always lock your computer when away.
- Be cautious of accessing a financial institution’s website for online banking from a public computer such as at a hotel, library, coffee shop or other public wireless (WiFi) access point.
- Online and mobile phone applications, text messages, instant messages and calls from unfamiliar or suspicious sources that request personal financial information and passwords should be declined and, when appropriate, promptly deleted. Do not open any links that the message may contain.
- Be suspicious of any employment position that requires use of a personal account for business purposes. Such offers for employment as a mystery shopper, payment processor, etc. where you are required to use your personal account for someone else’s business purposes, may not be legitimate.
- Be cautious of requests to move business funds through personal accounts.
- If you are approached to participate in such schemes, immediately contact local law enforcement, the FBI or the Secret Service to let them know.
- Educate family members and company personnel on good cyber security practices, including the information in this guide.

BEWARE OF COMMON PLOYS
Funds credited to your account may be available for your use before we receive final payment. If we do not receive final payment, you are responsible for any deficiency in your account. For example, credit for an ACH or electronic transfer or check deposited to your account may be reversed if it is fraudulent, made in error, or there are insufficient funds in the originating account. *It may be sixty days (and sometimes a year or longer) before the Credit Union receives final payment, depending on how funds are deposited into your account*.

A common ploy used by fraudsters may be to make a fraudulent ACH deposit into your account, or to send you a fictitious cashier’s, government or other check. The fraudster may hire you to be a “mystery shopper”; may tell you they need help receiving payment or a refund; or may pay you extra for goods or services that you’re selling. Sometimes the fraudster may pretend to have a romantic relationship or befriend you.

The fraudster may ask you to send a wire, ACH, gift card or money order after the fraudulent funds are deposited to your account. Sometimes, the fraudster may “allow” you to keep a portion of the funds. Ultimately, the amount credited to your account is reversed because the original deposit was fraudulent. As a result, your account will have a deficit because of the funds you sent to the fraudster. *You remain responsible for the deficiency in your account.*

The sooner you notify the Credit Union, the sooner we can take action to try to stop a transaction and to limit your loss.

INCORRECT DEPOSITS

If you are aware that funds that you are not legally entitled to have been deposited into your account, you are required by law to take reasonable measures to discover and notify the owner of the funds. You also should notify the Credit Union so that we can reverse any incorrect ACH deposits. It is a criminal offense punishable by fine or imprisonment to withdraw funds from an account knowing that the funds were deposited under a mistake as to identity or other facts. See Haw. Rev. Stat. § 708-830(3).

You can learn more about online safety at the following government websites:

www.ftc.gov
www.idtheft.gov
www.onguardonline.gov