



P.O. Box 3072 • Honolulu, HI 96802-3072

**WEBSITE AND MOBILE SERVICES AGREEMENT**  
**(Website, Mobile Banking, Online Banking, Bill Payment,**  
**My Deposit, and Mobile Deposit Services)**

**GENERAL PROVISIONS APPLICABLE TO ALL SERVICES**

Before using Hawaii State FCU's Website, Mobile Banking, Online Banking, Bill Payment, My Deposit, and Mobile Deposit Services (collectively, the "Services"), please review this Website and Mobile Services Agreement, which applies to all such Services. This Agreement contains the terms and conditions that govern the manner in which Hawaii State FCU ("Us," "We," and "Our") provides the Services to the owner(s) of the account(s) ("You" and "Your"). Your enrollment in, or use of, any of the Services signifies your agreement to be bound by the terms of this Agreement. Subject to applicable law, this Agreement is subject to change by Hawaii State FCU at any time in our sole discretion.

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, Fee Schedule, Electronic Funds Transfer (EFT), My Deposit and Mobile Deposit Services Agreement for Remote Deposit Capture (RDC), Overdraft Disclosure, and other agreements, disclosures, terms and conditions, and notices. See <https://www.hawaiistatefcu.com/disclosures/>. Additional requirements and restrictions also may be set forth in the instructions when you make a transaction.

We recommend that you print and retain a copy of this Agreement for your records. You may obtain additional copies of this Agreement by contacting Hawaii State FCU.

Your use of a Service constitutes your agreement and acceptance of the terms of this Agreement. If you do not agree to any of the terms, do not use the Service and contact us to deactivate the Service.

**Contact Information**

If you have any questions or for current information about your accounts, please call us at (808) 587-2700 (Oahu) or toll-free 1 (888) 586-1056 (Continental U.S. and Neighbor Islands); go to your nearest Hawaii State FCU branch; or write to us at: Hawaii State Federal Credit Union, P. O. Box 3072, Honolulu, HI 96802-3072.

**Authority**

You agree that you have full authority to enroll the accounts and use the Services, and that you are eighteen years of age or older. You authorize us to debit your accounts for

any transactions processed through the Services, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at Hawaii State FCU or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. You agree that if an instruction describes the beneficiary inconsistently by name and account number, execution of the instruction may occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

## **Hardware and Software Requirements**

For Website and Online Banking Services, you must have a computer with access to the Internet through an Internet Service Provider (ISP). You need an operating system (Microsoft® Windows 7 or higher, or Mac Operating System X 10.9 or higher) and a browser (Google® Chrome 60 or higher, Mozilla® Firefox 54 or higher, Apple® Safari 11 or higher, Microsoft® Edge 14 or higher or Microsoft® Internet Explorer 9 or higher). Hawaii State FCU is not responsible for any loss, damage or claim caused by any Internet Service Provider (ISP), software, computer equipment, computer communication equipment, device, or cellular or Internet connectivity. Adobe Acrobat Reader may be required to access supporting documents or promotional materials.

For Mobile Banking Services, you must obtain the Hawaii State FCU Mobile App from your device's App store (e.g., Apple App Store or Google Play). After accessing the App, you will be prompted to read and accept the My Deposit and Mobile Deposit Services Agreement for Remote Deposit Capture (RDC) in order to gain access to Hawaii State FCU's My Deposit and Mobile Deposit Services. To use My Deposit Services, you must also have scanning equipment and software. To use Mobile Deposit Services, you must also have a supported mobile device with a camera.

You also must provide, at your own expense, all necessary computer equipment and software, and Internet access (Wi-Fi) or cellular connectivity (cell data) required to use the Services. Data rates may apply.

If there is a change in the hardware/software requirements associated with a Service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your responsibility to assure your personal computer, mobile device, and related equipment are compatible with and capable of operating in a manner that allows you to utilize the Services. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your participation in the Service.

## **Logging On and Logging Off**

It is important that you close all other windows and applications before accessing the Services, and that you not open other windows or apps while you are logged on to the Services. It also is important that you end each session by properly logging off of the

Services and closing the window and app for the Services before going to other websites or opening other apps. Having other windows or apps open while you are logged on to the Services, or failing to log off of the Services and closing the window or app properly, may increase the risk of unauthorized access to your accounts.

### **Passwords, Usernames and Access Codes**

In order to access the Services, you will need to access your account using your User ID, password and, in some cases, access code. You may change your password within Mobile Banking or 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. (Note: Businesses will be provided with one log-in credential. The business may designate authorized users with specified levels of access.) You are responsible for keeping your User ID, password, access code, account numbers, and other account data confidential. This is extremely important to prevent unauthorized access to or 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 password or anyone that you authorize to use your account, whether such use is pursuant to or beyond your instructions.

We may monitor your password and require you to change it. If you use a password that Hawaii State FCU considers insecure or inappropriate, Hawaii State FCU may terminate your access to the Website and Services. You are prohibited from using any Services or facilities to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed to compromise security (e.g., password guessing programs, cracking tools or network probing tools) is prohibited.

We reserve the right to change our security procedures at any time to protect the integrity of the system. You agree that your use of any Service after Hawaii State FCU provides notice of such changes constitutes your acceptance of the new security procedures. You acknowledge that the purpose of security procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Hawaii State FCU is not agreeing to any security procedures or other procedure for the detection of errors. You represent that you consider the security procedures to be commercially reasonable with respect to the size, type, and frequency of the Services and transactions you anticipate performing.

We may revise or delay any or all Services referenced in this Agreement for general maintenance, security or other reasons. We may deny access to a Service if an incorrect password is entered multiple times. If access is denied, please contact us.

Hawaii State FCU may suspend or terminate your access to the Services at any time in our sole discretion without prior notice. Access also may be suspended from time to time for general maintenance and security.

## **Security**

You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using the Services. You agree not to leave your computer, laptop, iPad®, Mobile Device, etc. (“computer or devices”) unattended while logged into any Service and to log off immediately at the completion of each access. You agree not to provide any of your access information to any unauthorized persons. If you permit other persons to use your computer or devices, login information or other means to access a Service, you will be held responsible for any transactions they authorize and we will not be liable for any damages to you.

Safeguard your computer and devices. If you lose your computer or device, please telephone us immediately. Do not allow others to access your computer or device, or leave it unattended or unlocked when not in use. Frequently delete text messages from Hawaii State FCU, especially before loaning, discarding or selling your device. If you install third-party apps on your device, your device could be compromised by malicious code that is designed to access files or passwords. Before downloading or installing a banking app or shortcut on your device, verify that it is the authorized and genuine app from Hawaii State FCU. Do not click on any active links in any suspicious emails. Please telephone us immediately as you may be the victim of identity theft.

## **Transferred Funds**

Funds transferred into your account via the Online Banking or Mobile Banking Service may not be immediately available for use.

## **Limitations on Number of Transfers and Withdrawals**

For Regular Share, Investment Share and Individual Retirement Accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. Transactions that exceed the transfer limitations may not be processed. If you exceed these limitations, your account may be subject to a fee or be closed. For Green Bucks Accounts, we may not process any type of transfer or withdrawal, or we may close your account if you make a transfer or withdrawal; moreover, electronic fund transfers are not allowed.

## **Duty to Review Transactions**

You agree to regularly review your account transaction history to confirm whether or not transactions have been processed properly, and to contact us immediately in the event of any discrepancy.

## **Unauthorized Access of Your Account**

If you believe that someone has accessed your account (including registration information such as your passwords, usernames, screen names and other access information) or any Service without your authorization, please telephone us immediately.

## **Error Resolution**

In case of errors or questions about electronic fund transfers 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.

Call us: During Credit Union Hours, at (808) 587-2700 (Oahu) or toll-free 1 (888) 586-1056 (Continental U.S. and Neighbor Islands);

Or write to: Hawaii State Federal Credit Union  
P.O. Box 3072  
Honolulu, HI 96802-3072

Or go to your nearest Hawaii State FCU branch.

- 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 the Credit Union has made 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 within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error 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 will have 90 days instead of 45 days to investigate the error.

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 within ten (10) business days.

### **Business Days**

For determining the availability of your deposits or error resolutions, every day is a business day, except Saturdays, Sundays and federal or Hawaii State FCU holidays.

### **Restrictions on Use**

For your protection and the protection of our Website, you agree not to share your registration information, passwords, usernames, access codes, screen names or other access information, with anyone else. You are responsible for all acts or omissions that occur through the use of such information subject to applicable law. You agree that your use of any Service will comply with all applicable law, and that you will not use any Service or electronic communication feature for any conduct or purpose that is unlawful, tortious, abusive, intrusive, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful. You agree that you will not collect or store personal data about other users. You agree that you will not transmit any material that contains a virus or any other computer code, file, program or anything else that might interfere with the functionality of any computer software, hardware, telecommunications equipment or anything else. With the exception of using web browser software, you agree that you will not access or log on to Hawaii State FCU's computer systems, website or software, or obtain, download, transfer or transmit any content to or from our computer systems, website or software.

### **Communications**

You may send us general email messages by contacting us at [memberservices@hsfcu.com](mailto: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, other access code, or social security number.

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.

In any event, 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.

You agree that we may contact you by text regarding Services that you access via Mobile Banking, or by email regarding Services that you access by Online Banking. Internet access (Wi-Fi), cellular connectivity (cell data), messaging and data rates may apply. It is important that you inform Hawaii State FCU if your text or email address changes. We may send you important information by text or email. Please note, however, that we will never contact you by email, text, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and contact us immediately. You may be the target of identity theft.

## **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. HAWAII STATE FCU DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. HAWAII STATE FCU DOES NOT WARRANT THAT THE FUNCTIONS, CONTENT OR INFORMATION CONTAINED IN THE WEBSITE OR ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HAWAII STATE FCU DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT OR INFORMATION, IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT OR INFORMATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND HAWAII STATE FCU MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME SUBJECT TO APPLICABLE LAW. YOU, AND NOT HAWAII STATE FCU, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE WEBSITE OR ITS CONTENT OR INFORMATION.

## **LIMITATION ON LIABILITY**

HAWAII STATE FCU AND ITS EMPLOYEES, DIRECTORS, VOLUNTEERS AND AGENTS (COLLECTIVELY, ITS "AGENTS") WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR OTHER DAMAGES, EVEN IF HAWAII STATE FCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS OTHERWISE REQUIRED BY LAW. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF HAWAII STATE FCU AND ITS AGENTS (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO HAWAII STATE FCU FOR THE APPLICABLE SERVICE OUT OF WHICH LIABILITY AROSE, EXCEPT AS OTHERWISE REQUIRED BY LAW.

## **WAIVER**

YOU WAIVE AND HOLD HAWAII STATE FCU AND ITS AGENTS HARMLESS FROM ANY AND ALL CLAIMS RESULTING FROM ACTION TAKEN BY HAWAII STATE FCU, ITS AGENTS, OR LAW ENFORCEMENT AGENCIES TO INVESTIGATE ANY POSSIBLE OR ACTUAL MISUSE OF THE WEBSITE OR ANY SERVICES.

## **Damages**

Hawaii State FCU does not warrant that the Services will be error-free, uninterrupted, timely, or secure. Except as otherwise required by law, Hawaii State FCU will only be liable to you for damages arising directly from Hawaii State FCU's intentional misconduct or gross negligence in the performance of the Services. Except as otherwise required by law, Hawaii State FCU will not be liable for any damages that arise, directly or indirectly, in whole or in part, from any of the following:

- Your actions or omissions, or those of third parties who are not within Hawaii State FCU's immediate and reasonable control;
- Your negligence, breach of any agreement with Hawaii State FCU, or failure to follow instructions;
- Any ambiguity, inaccuracy or omission in any information provided to Hawaii State FCU;
- Any error, failure or delay in the transmission or delivery of data, records or Checks or other items;
- Any question regarding the authority of any person to act on your behalf;
- Any question regarding transactions made on any of your accounts;
- Any difficulty with any file, Check or other transmission;
- Any nonpayment or return of any Check or other item submitted for deposit;
- Any virus, malware or other attack or malicious activity;
- Any unavailability or failure of any system, data processing, computer, software, telecommunication or internet provider service;

- Circumstances beyond Hawaii State FCU's control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster);
- Any unavailability of any Service for security or any other reason;
- Any limitations placed on transactions by Federal Reserve, clearinghouse or exchange network rules or guidelines.

Except as otherwise required by law, you agree that the aggregate annual liability of Hawaii State FCU for your use of the Services shall be limited to the greater of the annual fee (if any) charged by Hawaii State FCU to maintain your account or the annual fee (if any) for the applicable Service charged by Hawaii State FCU, but in no event more than \$100.00. Any action against Hawaii State FCU with respect to a Service must be commenced within twelve (12) months from the date of the event giving rise to the proceeding. If Hawaii State FCU is liable to pay you any interest or dividends, the rate paid will be the then current dividend rate which deposits in your account earn. If your account does not pay dividends, the rate paid will be the applicable Federal Funds interest rate. You agree to cooperate with any loss recovery efforts and to subrogate Hawaii State FCU to your rights to the extent of any liability.

### **Your Indemnification Obligations**

To the full extent permitted by law, you understand and agree that you shall indemnify and hold harmless Hawaii State FCU and our service providers, and our and their respective affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from your breach of this Agreement or use of the Services. You understand and agree that this section shall survive the termination of this Agreement. Additional indemnification obligations may be set forth in agreements, disclosures or instructions for particular Services.

### **Third Party Services and External Websites**

We may provide links to external websites that include third party services and products available to Hawaii State FCU members. Please review the terms and conditions of use carefully. Such services and products are not obligations of, nor endorsed or guaranteed by Hawaii State FCU 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 their 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 Hawaii State FCU member to the external website operator.

In no event will we be responsible for the information contained in external websites or for your use of, or inability to use, such website. Access to any external website is at

your own risk. We are not responsible for external websites or their content or information, expressly disclaim any liability for them.

*Please remember to log off of Online Banking and Mobile Banking before going to any external website.*

### **Proprietary Information**

The material, content and information accessible from the Website and Services is the proprietary information of Hawaii State FCU (or the third party providing the Content), and Hawaii State FCU (or such third party) retains all right, title, and interest in the Content. The Content may not be copied or used in any way without the prior written consent of Hawaii State FCU (or such third party), except that you may print out a copy of the Content solely in connection with your use of the Website and Services for your Hawaii State FCU account. Any modification or use of the Content except as expressly provided in this Agreement is prohibited. You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or any Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our service providers retain all rights, title and interests in and to the Services and Content made available to you.

### **Consent to Jurisdiction and Venue in Hawaii; Applicable Law; Enforcement**

This Agreement is governed by the bylaws of Hawaii State FCU, 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 rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which Hawaii State FCU'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.

You consent to personal jurisdiction in Hawaii in connection with any dispute between you and Hawaii State FCU arising out of this Agreement or pertaining to the subject matter hereof.

If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed amended and enforced to the fullest extent possible and will not affect the validity and enforceability of any remaining provisions.

## **Amendments**

We may change or add to the terms of this Agreement at any time by notifying you of the change by sending a notice to your email address, or by posting the changed terms on the Service, or any other means permitted by applicable law. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Service. By using the Service after the effective date of any change or amendment, you agree to that change or amendment.

## **Termination of Services**

You may terminate this Agreement or any Service under this Agreement at any time by notifying us in writing and stopping your use of the Service and any access code. 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 access code for any Service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any transactions made prior to termination, your liabilities or your obligation to indemnify us.

## **ONLINE BANKING SERVICE**

The following is additional information regarding our Online Banking Service. In order to access the Online Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us, and with your internet provider. Hawaii State FCU does not charge you for using the Online Banking Service; however, you will be subject to charges from your internet provider.

Many services are available through our Online Banking Service, such as viewing account history, balance information and periodic statements; receiving alerts and notifications in accordance with parameters that you select; Bill Payment (see Bill Payment Services below); remote deposit of eligible checks for consumer accounts (see our My Deposit and Mobile Deposit Services Agreement for Remote Deposit Capture); live chat support; funds transfer between your accounts at Hawaii State FCU and other financial institutions; etc.

Transactions are subject to limitations as outlined in the Electronic Funds Transfer Agreement and Disclosure.

## **MOBILE BANKING SERVICE**

The following is additional information regarding our Mobile Banking Service, including use of Mobile Applications (Mobile App), Smart Watches, Table Applications and Mobile Web Browsers. In order to access our Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us, and with your mobile carrier or provider. Hawaii State FCU does not charge you for using our Mobile Banking Service; however, you will be subject to charges from your mobile carrier or provider. The Mobile App is available only for Android™, Android Tablet, iPhone®, iPad®, or Amazon devices. iPhone® and iPad® are trademarks of Apple® Inc., registered in the U.S. and other countries. Android™ is a trademark of Google Inc. Amazon is a trademark of Amazon.com, Inc.

Many services are available through our Mobile Banking Service, such as viewing account history, balance information and periodic statements; receiving alerts and notifications in accordance with parameters that you select; Bill Payment (see Bill Payment Services below); remote deposit of eligible checks for consumer accounts (see our My Deposit and Mobile Deposit Services Agreement for Remote Deposit Capture); live chat support; Mobi Money; etc.

Certain Mobile Banking Services are available through your Smart Watch, such as viewing account history, balance information and periodic statements; receiving alerts and notifications in accordance with parameters that you select; and text banking.

Transactions are subject to limitations as outlined in the Electronic Funds Transfer Agreement and Disclosure.

## **BILL PAYMENT SERVICE**

The following is additional information regarding our Bill Payment Service, which you can access through our Online Banking and Mobile Banking Services.

### **Use of a Third Party Bill Payment Service Provider**

We use a third party service provider to provide the Bill Payment Service to our members. The Bill Payment Service provider will be processing your bill payments and providing information about your account to Hawaii State FCU, related to your bill payments.

The Bill Payment Service provider uses two types of remittance methods to pay bills: payments may be remitted electronically or by paper check, depending upon the preferences and capabilities of the merchant (Payee).

Hawaii State FCU reserves the right to change Bill Payment Service providers. We and the Bill Payment Service provider each reserve the right to refuse enrollment in the Bill

Payment Service to any member who does not meet the criteria which has been established by Hawaii State FCU or the Bill Payment Service provider.

If you elect the Bill Payment Service, you may use your personal computer and the internet or the mobile banking app to schedule the following transactions, subject to the terms and conditions of this Agreement:

- One-Time Only Payments - This feature enables you to make nonrecurring payments.
- Recurring Manual Payments - This feature enables you to schedule recurring payments, where the amount and the due date may vary.
- Recurring Automatic Payments - This feature enables you to schedule recurring payments, where the payment amount and due date do not change.

### **Bill Payment Service Limitations**

The following are limitations to the use of the Bill Payment Service:

- The maximum amount for each bill payment is nine thousand nine hundred ninety-nine dollars and ninety-nine cents (\$9,999.99) and a daily bill payment limit has been established by the Bill Payment Service provider.
- The Bill Payment Service is only available for payments in US dollars to payees located within the United States. You agree not to use the Bill Payment Service to make payments to persons outside of the United States; to make tax payments or other payments to government entities; to make any court-ordered payments; to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list; or to make any unlawful or restricted payments ("Prohibited Payments"). Attempting to process any Prohibited Payment through the Bill Payment Service is done entirely at your own risk and may be rejected by Hawaii State FCU or the Bill Payment Service provider. The Bill Payment Service guarantee does not apply to Prohibited Payments. You agree to indemnify and hold us and our Bill Payment Service provider harmless from any liability, claims or damages resulting from your scheduling of any Prohibited Payment through the Bill Payment Service, and any payments that are rejected or processed in whole or in part by the Bill Payment Service. We have no obligation to research or resolve any claim in connection with any Prohibited Payment. All research and resolution for any misapplied, misposted, misdirected, partial or rejected Prohibited Payment will be solely your responsibility.
- You cannot stop an electronic bill payment if the payment has already been processed.

### **Bill Payment Methods and Restrictions**

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing

method that can be accommodated by the payee or by our Bill Payment Service provider. In some instances the payee address may be changed by our Bill Payment Service provider, without notification, to facilitate payment.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take two (2) to five (5) business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take five (5) to ten (10) business days to process.

All payments you make through the Bill Payment Service will be deducted from your designated checking account. Any payee you wish to pay through the Bill Payment Service must be payable in U. S. Dollars. Each payee must appear on the payee list you create with us and the account you are paying must be in your name.

### **Bill Payment Transactions**

For all payments, you agree to allow at least two (2) to five (5) business days for an electronic payee and five (5) to ten (10) business days if the payee is to be paid by check, between the date you schedule a payment to be initiated and the payment due date ("Delivery By") shown on your invoice/bill. If you properly schedule your payment and follow all instructions provided, but the payee does not receive the payment in a timely manner, or if you need to place a stop payment on a check, request a copy of a check, research a past payment or require other types of assistance, please contact us during business hours.

Bill payments are processed on all days excluding Saturdays, Sundays and Federal Reserve Bank holidays. In cases where a payment is scheduled on a Federal Reserve Bank holiday or on a Saturday or Sunday (this can potentially happen on a recurring payment), the payment is processed on the next business day. Weekly recurring payments may not be scheduled on Saturdays. The Scheduling Deadline for entering a payment to be included in the following day's processing is 6:00 pm Pacific Standard Time. If the attempt to schedule a payment occurs after this time, the payment will be processed the next business day.

Hawaii State FCU's and our Bill Payment Service provider's combined liability for a delay in payment shall not exceed the amount of late fees assessed by the Payee (not to exceed \$50). Hawaii State FCU and our Bill Payment Service provider are responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated merchant in accordance with this Agreement and Disclosure. Hawaii State FCU and our Bill Payment Service provider are not liable for any damages you incur if you do not have sufficient available funds in your account(s) to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to computer or internet malfunctions, delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for the payment in a

timely manner, or for any other circumstances beyond the control of Hawaii State FCU or our Bill Pay Service provider.

## **Fees and Charges**

Applicable fees and charges can be found in our Fee Schedules. These fees are subject to change, and we will notify you of any changes as required by applicable law.

The following fees apply to the Bill Payment Service:

- Stop Payments Fee
- Return Item or Overdraft Item Fee

## **Responsibilities; Transaction Confirmation**

You are responsible for allowing sufficient time (two (2) to ten (10) business days) for bill payments to be processed so that the funds can be delivered to the payee on or before the payment due date. You also must provide complete and accurate data input of payee information (payment amount, name, address, account number, and any other pertinent information). Otherwise, you will be responsible for any late payment, finance charges, or service fees charged by the payee.

You authorize us, and any third-party acting on our behalf, to choose the most effective method to process your payments. You will receive a transaction confirmation number for each properly instructed payment. Unless you receive a confirmation number, we shall not be liable for any failure to make a payment.

*You agree to regularly review your account transaction history to confirm whether or not transactions have been processed properly, and to contact us immediately in the event of any discrepancy.*

## **Stopping Bill Payment Transactions**

Stop payment requests can only be placed on check-processed payments. You will be charged a stop payment fee and, if applicable, a research fee pursuant to our current Fee Schedule for each check payment that you request to be stopped. In order to request a stop payment on a check payment, please telephone us or go to your nearest Hawaii State FCU branch. Stop payments cannot be placed on any electronically processed payment transactions.

## **In the Event a Bill Payment Transaction is Returned or Overdraws your Payment Account**

In using the Bill Payment Service, you are requesting the system to make payments for you from your designated payment account. If we are unable to complete the transaction for any reason associated with your payment account (for example, there

are not sufficient available funds in the payment account to cover the transaction), the transaction may not be completed. If your account does not have sufficient available funds, we may attempt to debit your account multiple times. After two unsuccessful attempts, we may suspend or terminate your Bill Payment Service. You will be assessed an Overdraft Item or Returned Item fee each time we attempt to debit your account for a Bill Payment for which you do not have sufficient available funds, but we will not assess the Overdraft Item or Returned Item fee more than twice for the same item (this limit does not apply when a third party, such as a merchant, makes multiple attempts to debit your account by resubmitting checks, ACH debits, or other items). You agree that we may assess the Overdraft Item or Returned Item fee when you do not have sufficient available funds in the account, whether we pay the item or we return the item unpaid.

By enrolling for and using this Bill Payment Service you agree that Hawaii State FCU has the right to collect funds from all of your savings and checking accounts as well as the available balance on your line of credit account(s) to recover funds for all payments that have been requested to be paid by you and your authorized user(s); this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner, but does not include home equity lines of credit or other accounts for consumer purchases secured by the borrower's principal dwelling.

You understand and agree that, in all cases when your designated account lacks sufficient available funds to process a Bill Payment transaction, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through the Bill Payment Service (if the Bill Payment Service is restored for your use).

We will send you notice if we stop payment on a Bill Payment check. This may happen if the Bill Payment check is not negotiated by the payee within ninety days, or if your account does not have sufficient available funds, or for other reasons.

If we suspend or terminate your Bill Payment Service, scheduled or recurring payments during the period during which your Bill Payment Service is suspended or terminated will not be processed, even if we subsequently restore your Bill Payment Service. You will need to make alternative arrangements for these transactions or reschedule them.

After you make full payment to Hawaii State FCU, you may contact us directly to request that we restore your Bill Payment Service.

### **Termination of Bill Payment Service**

We reserve the right to suspend or terminate your Bill Payment Service in our sole discretion.

If you would like to discontinue Bill Payment Service, please contact us.

You will be responsible for all payment instructions made prior to the termination and for any other applicable charges and fees, subject to applicable law. You are responsible for cancelling all outstanding payment orders with the payee(s) before notifying us to terminate service.

## **MY DEPOSIT and MOBILE DEPOSIT SERVICES**

The following is additional information regarding My Deposit and Mobile Deposit Services, which are Online Banking Services that allow you to scan paper checks (“Original Checks”) from your desktop (“My Deposit”), or to photograph them with the camera on your mobile device (“Mobile Deposit”) and electronically deliver the images and associated deposit information (“Check Images”) to Hawaii State FCU or our processor for deposit into your Hawaii State FCU account. All of the terms and conditions of Online Banking Services apply to My Deposit and Mobile Deposit Services. My Deposit and Mobile Deposit Services are only for use with respect to accounts used primarily for personal, family, or household purposes and may not be used for any business purposes. New Hawaii State FCU members are eligible to use My Deposit and Mobile Deposit Services after thirty (30) days of membership. Your Hawaii State FCU accounts must be in good standing at time of activation. We reserve the right to revise eligibility requirements at any time for My Deposit and Mobile Deposit Services.

### **Deposit Limits and Other Limitations**

We may set limits on the maximum amount you may deposit using My Deposit and Mobile Deposit Services in one Deposit Period. A “Deposit Period” starts at 3:00 pm Pacific Time (West Coast) on one business day and ends at 3:00 pm Pacific Time (West Coast) the next business day. Transactions on a non-business day (e.g., Saturdays, Sundays, and holidays) are combined into the Deposit Period for the next business day. We reserve the right to change your Deposit Period limit at any time.

Multiple deposits may be submitted as long as the accumulated dollar amount does not exceed your Deposit Period limit. In most cases, if a deposit will bring you over the limit, Hawaii State FCU will not process the deposit.

We may revise or delay any or all My Deposit or Mobile Deposit Services for general maintenance, security or other reasons. Hawaii State FCU reserves the right to accept or reject any item submitted using My Deposit or Mobile Deposit Services for deposit into your account. See the section below entitled “Processing of Checks” and “Funds Availability” for information regarding timing. Hawaii State FCU also reserves the right to restrict My Deposit and Mobile Deposit Services from accounts designated by Hawaii State FCU from time to time.

You agree to indemnify Hawaii State FCU from any loss Hawaii State FCU suffers because of its acceptance of any item. Hawaii State FCU is not liable for any service or late charges against you because of Hawaii State FCU’s rejection of any item deposited

using My Deposit or Mobile Deposit Services, and you agree to be responsible for any loss or overdraft or other applicable fees charged to your account, as described in the Hawaii State FCU Membership and Account Agreement and the current Fee Schedule, due to an item being returned.

### **Eligible Items**

You agree to scan and deposit only Checks (i.e., drafts payable on demand that are drawn on a credit union, savings and loan, or bank.)

“Checks” refer to Original Checks and Check Images.

### **Ineligible Items**

You agree that you will not use My Deposit and Mobile Deposit Services to deposit:

- Checks in excess of your Deposit Period limit (as described above).
- Non-negotiable items.
- Invalid, altered or corrected Checks: This can include, but is not limited to, an item that appears to be “washed” or counterfeit.
- Checks with any inconsistencies: For example, a Check for which the numerical amount does not match the written amount.
- Check 21-Image Replacement Documents (IRD)
- Checks without the full Magnetic Ink Character Recognition (MICR) line on the face of the Check.
- Checks that are counter or temporary checks.
- Foreign Checks: Any item that is not issued in U.S. funds (dollars) on a US financial institution.
- Stale-Dated Checks: Checks that are dated more than 6 months prior to the date of deposit.
- Post-Dated Checks: Checks that contain a date in the future.
- Checks that are not directly payable to you (third party checks).
- Checks made payable to a custodial and/or account governed by the Uniform Transfers to Minors Act.
- Checks that are payable to a trust, a trustee, or other fiduciary.
- Checks to be deposited to an IRA.
- Items that are money orders, postal orders, savings bonds, traveler's checks, government warrants, or demand drafts.
- Checks that require a special endorsement or warranty (e.g., insurance and escrow checks).
- Checks that are not image-readable by Hawaii State FCU's standard software and equipment.

## Requirements

Each Check Image must have all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

If you have any questions about whether or not a Check meets these requirements, please contact us. A Check that does not meet these requirements may in certain cases be accepted for deposit or collection at our branches, through our ATMs, or by mail.

## Handling of Original Checks

- Before you scan or photograph an Original Check, you agree to restrictively endorse the Original Check with your signature and the legend “***For HSFCU Mobile Deposit Only.***”
- View each Original Check as it is scanned to ensure that the images (front and back) are being captured properly.
- You agree that you shall not otherwise transfer or negotiate the Original Check, Check Image, substitute check or any other form of the Check with us or others.
- Protect the Original Check as you would protect cash. You must securely store the Original Check for sixty (60) days after transmission to us and make the Original Check accessible to us at our request.
- After the sixty (60) days, if you dispose of the Original Check, mark it “VOID” and then destroy it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an Original Check, the Check Image will be the sole evidence of the Original Check.*
- You agree to promptly provide a sufficient copy of the front and back of the item, to Hawaii State FCU as requested to aid in the clearing and collection process, or to resolve claims by third parties with respect to any item.
- You are responsible for the Original Check, including safe storage (minimum sixty (60) days), retrieval, and destruction.

## Confirmation of Receipt of Check Image

After Hawaii State FCU has received the Check Image through My Deposit or Mobile Deposit Services, you will receive a Deposit Received email notification and confirmation number, evidencing our receipt of your transmission. Although you receive a Deposit Received email notification, please note that all deposits are subject to verification and may be adjusted upon our review. To verify that the transaction has been posted to the correct account for the proper amount, please log on to the Hawaii

State FCU Online Banking Service. Confirmation of receipt of the Check Image and posting to your account does not mean that the image file was error free or complete, nor that funds are available for withdrawal, nor that Hawaii State FCU received payment from the issuer of the Check. Hawaii State FCU reserves the right to reject any Check Image without any liability to you or anyone else. Hawaii State FCU is not responsible for any image that is altered, damaged or dropped during transmission. Following our receipt of the Check Image, we may process the Check Image by preparing a “substitute check” or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any Check Image for remote deposit into your account. We will send you a separate email notification that your deposit was Approved or Rejected. If you do not receive an email notification, please contact us to determine whether or not your deposit was received.

*You agree to regularly review your account transaction history to confirm whether or not transactions have been processed properly, and to contact us immediately in the event of any discrepancy.*

We may return or refuse to accept all or any part of a deposit to your account using My Deposit or Mobile Deposit Services at any time and we shall not be liable for doing so even if such action causes outstanding checks, regardless of the manner received by us for deposit, Items, or debits to your account to be dishonored and returned.

### **Processing of Checks**

Hawaii State FCU reserves the right to reject or delay processing of any Check deposited through My Deposit or Mobile Deposit Services. Hawaii State FCU is not required to inspect or verify the Check Image to determine its accuracy, legibility, quality, MICR information, or any other matter. Hawaii State FCU may contact the drawer of the Check to verify its validity, but Hawaii State FCU has no duty to do so.

Hawaii State FCU may determine the method used to process, clear, present for payment, and collect the Check, and may select clearing agents, in Hawaii State FCU's sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, image exchange agreements and other agreements to which Hawaii State FCU is a party.

### **Funds Availability May Be Delayed**

The items transmitted using My Deposit and Mobile Deposit Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Hawaii State FCU may delay the availability of funds deposited through My Deposit or Mobile Deposit Services in its discretion. To avoid delay, you may go to any Hawaii State FCU branch to deposit the Original Check instead of using My Deposit or Mobile Deposit Services. Credit given for any item is provisional and subject to final approval of the item. You are responsible for any funds credited to your account if the Check is returned unpaid for any reason at any time, irrespective of when the funds are made available to you.

## **Returned Deposits**

Any credit to your account for Checks deposited using My Deposit or Mobile Deposit Services is provisional. If Checks deposited through My Deposit or Mobile Deposit Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason (including, but not limited to, issues relating to the quality of the Check Image), you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Check and provide you with an image of the Check, a substitute Check, or other Image Replacement Document (IRD). You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate a Check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item. We may do this whether or not the rejection, return, adjustment or warranty claim was made timely.

To redeposit a dishonored Check previously submitted through My Deposit or Mobile Deposit Services, please take the IRD of the Check to a Hawaii State FCU branch. Applicable fees may be assessed each time a Check is dishonored. Refer to the Hawaii State FCU Fee Schedule.

## **Attempted Cancellation of a Deposit via My Deposit or Mobile Deposit Services**

You shall have no right to cancel any Check submitted via My Deposit or Mobile Deposit Services after receipt of the Check Image by Hawaii State FCU. However, Hawaii State FCU may be able act on your request to cancel the deposit, but Hawaii State FCU shall have no liability if such cancellation is not implemented or completed. You agree to indemnify, defend and hold Hawaii State FCU harmless for any expenses, losses, or damages incurred in connection with your request.

## **Your Warranties**

You make the following warranties and representations with respect to each Check Image:

- Each Check Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Check Image and on the Original Check are legible, genuine, and accurate.
- There are no other duplicate images of the Original Check.

- The Original Check is a paper Check and was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.
- You have physical possession of the Original Check and you created the Check Image from the Original Check.
- With respect to each Check Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and Check Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- Neither the Original Check nor any form of the Check or Check Image has been (nor will be) endorsed, negotiated, deposited, or otherwise submitted for payment anywhere other than to deposit the Check Image to your Hawaii State FCU account.
- Neither the Original Check nor any form of the Check or Check Image has been returned or rejected for any reason.
- You will not use My Deposit or Mobile Deposit and/or your accounts for any illegal activity or transaction.

You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

### **Your Responsibilities**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Check Images to us or if My Deposit and Mobile Deposit Services are used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Check Images to us.

\*\*\*\*\*

### **MONEYMANAGEMENT & PURCHASE REWARDS OFFERS — END USER LICENSE AGREEMENT**

In addition to the above content, if you decide to use either MoneyManagement or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service (“User Agreement”). The definitions set forth below apply to this User Agreement.

#### **Money Management User Agreement**

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing

third party account information (“Services”). Hereinafter, “you” or “your” means the end user of the Services (“User”) and “us,” “we,” “our,” or “Financial Institution” refers to the financial institution who provides User access to the Services. Digital Insight Corporation, NCR Corporation (parent of Digital Insight), and MX Technologies, Inc. (collectively, the “Providers”) are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

## General

(i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.

(ii) User agrees to allow Digital Insight Corporation, its successors and assigns, and its and their third party services providers access and use of such Users’ data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein “Aggregated Data” means User Data and information that has been stripped of all personally identifiable information. “User Data” for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of “nonpublic personal information” or “personally identifiable financial information” under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law. For the purpose of this User Agreement, nonpublic personal information and personally identifiable financial information includes information about businesses and entities, as well as consumers.

(iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.

(iii) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

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

Content You Provide. Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

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

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

- a. You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.
- b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. Neither we nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their

services to you. Neither we nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**Limitations of Services.** When using the Services, you may incur technical or other difficulties. Neither we nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

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

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

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

**User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability

for Financial Institutions or its service provider, or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

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

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

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

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

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

### **Purchase Rewards Offers**

If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

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

**Purchase Rewards Offers Account.** You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

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

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

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

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