



# HAWAII STATE

## FEDERAL CREDIT UNION

P.O. Box 3072 Honolulu, HI 96802-3072 | [www.HawaiiStateFCU.com](http://www.HawaiiStateFCU.com)

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### **CONSUMER DIGITAL BANKING SERVICES AGREEMENT**

(Mobile Banking, Online Banking, Mobile Deposit, Move Money, Person-to-Person (P2P), Bill Payment, Personal Finance Assistant, Credit Score Services, etc.)

This Agreement applies to Hawaii State Federal Credit Union's ("HSFCU's") consumer Digital Banking Services, including, for example, the Mobile Banking, Online Banking, Mobile Deposit, Move Money, Person to Person (P2P), Bill Payment, Personal Finance Assistant, and Credit Score Services (the "Services"). Digital Banking Services are delivered through HSFCU's mobile and online channels.

Please review this consumer digital banking services agreement, which applies to all such Services. This Agreement contains terms and conditions that govern the manner in which HSFCU ("Us," "We," and "Our") provides the Services to the owner(s) of the account(s) ("You" and "Your").

#### **1. GENERAL PROVISIONS APPLICABLE TO ALL SERVICES**

##### **a. General**

This Agreement supplements, but does not replace, any other agreements, disclosures, terms and conditions, and other important information that we provide to you, all of which continue to be applicable to your HSFCU 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 electronic fund transfers agreement and disclosure, 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 use the Service.

Many Services may be available to qualified accounts, such as viewing account history, balance information and periodic statements; receiving alerts and notifications in accordance with parameters that you select; live chat support; etc. Services are not available to all members, and HSFCU may disallow the use of any Service in HSFCU's sole discretion. Consumer digital banking transfers are electronic fund transfers and are subject to the consumer electronic fund transfers agreement. "Transfer" and "payment" include the transfer, payment, debit, or withdrawal (or credit or deposit, as applicable) of funds (e.g., via Move Money, P2P or Bill Payment). Transactions also are subject to other limitations as outlined in your other Account Documents, including, for example, the truth-in-savings disclosure, overdraft disclosure, and consumer fee schedule.

Please note: The terms and instructions for the various Services may differ. It is important for you to become familiar with the terms and instructions for each Service that you use. Certain Services also have agreements with additional terms and conditions that apply to the particular Service, or end user agreements from our Service providers.

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

Your enrollment in, or use of, any of the Services signifies your agreement to be bound by the terms of this Agreement. If you do not agree to any of the terms, do not use the Services and contact us to deactivate the Services. Subject to applicable law, this Agreement is subject to change by HSFCU at any time in our sole discretion.

**b. Contact Information**

If you have any questions or for current information about your accounts, 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; go to your nearest HSFCU branch; or write to us at: Hawaii State Federal Credit Union, P.O. Box 3072, Honolulu, HI 96802-3072.

**c. Authority**

You warrant and represent that you have full authority to enroll the accounts and use the Services, that you are thirteen years of age or older if you use any Digital Banking Service, and eighteen years of age or older if you use the Move Money Service for External Transfers or the Bill Payment Service.

You authorize us to debit your accounts for any transactions processed through the Services, and for any fees and charges incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at HSFCU or elsewhere, in order to correct any erroneous transaction or if a debit to your account is returned for any reason. 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.

It is your responsibility to ensure the accuracy of any information that you provide and any information provided to us through the Service (including information from third parties), and to inform us immediately if the information is no longer accurate. We may not process any transaction if the required transaction information is incomplete.

You agree that if an instruction describes the payee inconsistently by name and account number (or other alpha or numeric information, such as a phone number or email address or Password Identification Number (PIN)), execution of the instruction may occur on the basis of the account number (or other alpha or numeric information) only, even if it identifies a person different from the named payee, and that we have no duty to verify the name of the account owner.

You further warrant and represent that you are an owner or duly authorized user of the account from which you instruct us to transfer funds (the "Originating Account"), and of any account about which information is obtained through the Service ("Third Party Account"). You also warrant and represent that (i) you have the right, power and authority to use the Service to transfer funds from the Originating Account, and to use the Service to obtain information about the Third Party Account (including User Data such as your account information, account access information and registration information), and to authorize HSFCU and our Service Providers to effect such transfer and obtain such information, without needing any further consent from any other Owner of the Originating Account or Third Party Account; (ii) you do not need any further consent from any Owner of the account into which the funds will be transferred (the "Receiving Account") to make the transaction; (iii) you have full power and authority to authorize us and our Service providers to act on your instructions regarding such Accounts, and to use (and provide to us) any usernames, passwords, PINs, personally identifiable information or other Content that you have provided, without liability to any of the owners or anyone else; (iv) the Originating Account, Receiving Account, and Third Party Account are located in the United States; (v) there are no legal or regulatory limitations that would limit or restrict our or our Service providers' ability to request and receive information (including User Data) from the third party (nor limit or restrict the third party from providing such information); and (vi) all of the information that you have provided to us is accurate and complete (and you will update the information as needed). You authorize us and our Service Providers to act as your agent, including debiting the Originating Account and remitting funds to the Receiving Account; obtaining information about the Third Party Account (including User Data); and take other action as we or our Service providers deem consistent with the instructions you provide with respect to the Services.

**d. Hardware and Software Requirements**

Please refer to <https://hsfcu.download/DB-Syst-Req> for hardware and software requirements for access to the Services and for retention of electronic records. The Services available to you may depend on the hardware and software that you use.

You 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. You are responsible for obtaining and maintaining an internet service as well as the device, operating system, and software necessary to ensure proper access to the Services.

If there is a change in the hardware and software requirements associated with a Service, we will notify you and provide an explanation of the updated hardware and 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.

You agree that HSFCU 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.

**e. 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.

**f. Passwords, Usernames and Access Codes**

In order to access the Services, you will need to access your account using your Username, password and, in some cases, access code. You may change your password within Mobile Banking or Online Banking by clicking on the Person icon and selecting "Security." 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 Username, 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 transactions 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 HSFCU considers insecure or inappropriate, HSFCU may terminate your access to the Services. You are prohibited from using any Services or facilities to compromise security or tamper with system resources 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 HSFCU 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. HSFCU 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, delay or suspend 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. HSFCU may suspend or terminate your access to the Services at any time in our sole discretion without prior notice.

**g. 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 except as otherwise required by law.

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 (SMS) messages from HSFCU, 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 HSFCU. Do not click on any active links in any suspicious emails. Please telephone us immediately as you may be the victim of identity theft.

**h. Transferred Funds**

Funds transferred into your account via Digital Banking may not be available for immediate use. Contact HSFCU for more information.

**i. Limitations on Dollar Amount and Number of Transfers and Withdrawals**

There is a maximum dollar amount of transactions and a daily limit for each type of Service (e.g., Mobile Deposit, Move Money, P2P, Bill Payment). If you exceed the limit, your transaction will be rejected. The limits may vary for safety and security reasons.

In addition, for Regular Share and Investment 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 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. (This restriction does not apply to checking (share draft) accounts.)

Digital Banking Services for Individual Retirement Accounts and fiduciary accounts is restricted. Please contact HSFCU if you have questions.

**j. Eligible Payees; Prohibited Payments**

Digital transactions may only be made in US dollars, and only to payees located within the United States. You agree not to use the 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 Service is done entirely at your own risk and may be rejected by HSFCU or our Service provider. Time frames and guarantees do not apply to Prohibited Payments. You agree to indemnify and hold us and our Service providers harmless from any liability, claims or damages resulting from your scheduling of any Prohibited Payment through any Service, and any payments that are rejected or processed in whole or in part by the 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.

**k. Cancellation of Instruction; Stop Payment**

You may cancel a Digital Banking Service Instruction at any time before processing of the transaction begins. You cannot cancel or stop payment on any electronically processed transaction after processing of the transaction has started (such as Move Money, P2P and certain Bill Payment transactions).

If you desire to attempt to stop an electronic transaction after its processing has started, you may contact Member Service Call Center for assistance. We do not guarantee such recovery and will have no responsibility or liability for failing to cancel or stop payment of the transaction if you have not contacted us in sufficient time. You agree to indemnify, defend and hold us harmless for any and all liability incurred in response to your request to cancel or stop payment after electronic processing of the transaction has started. You may be charged a stop payment fee and, if applicable, a research fee pursuant to our current Fee Schedule for each transaction that you request to be stopped, even if we are not successful in stopping payment.

Certain Digital Banking Services may involve issuing a paper check to the payee. (The Bill Payment Service will indicate if the payment is made electronically or by paper check.) Stop payment requests may be placed on paper checks prior to negotiation by the payee. 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 for a Digital Banking Service, please telephone us or go to your nearest HSFCU branch.

**l. In the Event a Transaction Is Returned or Overdraws Your HSFCU Account**

In using the Digital Banking Service to transfer funds, you are requesting the system to make payments for you from your Originating Account. If we are unable to complete the transaction for any reason associated with your Originating Account (for example, there are insufficient available funds in the Originating Account to cover the transaction), the transaction may not be completed.

You will be assessed an Overdraft Item or Returned Item fee each time we attempt to debit your account for a Digital Banking Service for which you do not have sufficient available funds. 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 in or using the Digital Banking Service, you agree that HSFCU 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 or 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 Originating Account lacks sufficient available funds to process a transaction, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through the Service (if the Service is restored for your use).

If we restrict or terminate any of your Digital Banking Services, scheduled or recurring payments during the period during which the Service is restricted or terminated will not be processed, even if we subsequently restore your Service. You will need to make alternative arrangements for these transactions or reschedule them. (If the Service is temporarily unavailable for servicing, transactions will be processed when the Service is restored.)

After you make full payment to HSFCU, you may contact us directly to request that we restore your Service. However, we reserve the right to determine which accounts qualify for Digital Banking Services.

**m. Incomplete, Failed, or Refused Transactions**

In using the Service, you understand transactions may be returned or fail for various reasons such as, but not limited to, providing an invalid account number, or rejection or non-responsiveness from the payee. We may, to the extent permitted by law, attempt to return any unclaimed, refused, refunded, prohibited, failed, or denied transaction, or take other action to return the funds to the Originating Account. In certain cases, we may require you to contact us or the financial institution for your External Account or other third party to initiate a request to receive such funds.

We reserve the right to refuse to process any transaction, subject to applicable law. For example, transactions may be denied, delayed or blocked because of insufficient available funds, governmental requirements, safety, security or other reasons. If we deny, delay or block a digital transaction that you have initiated, we will attempt to send you an Alert in accordance with your user preferences (i.e., email, text (SMS), push notification) if you have opted in to receive such Alerts (see the section on "Alerts").

**n. Duty to Review Transactions; Unintended Recipients**

*You agree to regularly review your account transaction history to confirm whether or not a transaction has been processed properly, and to contact us immediately in the event of any discrepancy. For example, in Move Money, review "Transfer History"; in P2P, review "History"; in Bill Payment, review "Payment History"; and in the Dashboard, review "Recent Transactions."*

*Please refer to the "Dispute Contact Information" document for the proper phone number and address to use to contact us.*

If you initiate a Transfer to a recipient that you did not intend, you are responsible to contact the recipient to have the funds returned. Neither HSFCU nor our Service provider is responsible for requests which were made in error by you or anyone you authorized to make transactions on your behalf. In the event of an error made by us or our Service provider, you agree to cooperate with any loss recovery efforts and to subrogate your rights to the extent of any liability.

**o. 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.

**p. Users**

Certain Services may allow you to designate additional users ("User"). You warrant and represent that all Users meet the age requirements to use the Service, and that all information that you enter regarding any User is accurate. You agree that we may accept transactions solely on the basis of the User's user name, password, and multifactor authentication (using an email address or phone number), and that we have no duty to confirm that other information of the User (such as the user's name or address) matches the information you entered.

**q. Error Resolution**

Please refer to the consumer electronic fund transfers agreement and disclosure, including the sections on billing errors and member liability, and the dispute contact information disclosure, for more information.

**r. Restrictions on Use**

For your protection and the protection of our Services, 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, fraudulent, tortious, abusive, intrusive, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful, or in any way that will create any liability for us or our Service providers. You agree to comply with all instructions for use, any additional agreement applicable to the Service, any end user agreement of our Service provider, and the Account Documents. You agree that you will not collect or store personal data about other users. You agree that you will not impersonate anyone or use any false identity. 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 HSFCU's computer systems, website or software, or obtain, download, transfer or transmit any content to or from our computer systems, website or software.

**s. 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, or other sensitive information.

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.

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 (SMS) 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 HSFCU 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.*

**t. Alerts**

Your registration in HSFCU Digital Banking includes your agreement to receive transaction alerts and notifications ("Alerts") containing information about your HSFCU accounts.

Alerts are available within the following categories:

- **Security Alerts** notify you of detected security events and suspicious activity.
- **Subscription Alerts** notify you of certain account, credit card, Move Money, P2P, Bill Payment activity, as well as certain changes that you have made to your account services.
- **Mobile Alerts** notify you of certain communications from HSFCU.

Alerts are delivered via email, text (SMS), or push notification, depending on the type of Alert and your preferences. Security Alerts cannot be disabled. You may opt out of Subscription Alerts and Mobile Alerts. You may select the type of optional Alerts you receive, which will determine the frequency of Alerts. Standard text messaging charges may apply. We may add or terminate Alerts from time to time, with or without notice.

To receive Alerts, you agree to provide us a valid mobile phone number or email address. If your email address or your mobile device's number changes, you are responsible for informing us of that change or updating them in Digital Banking. To stop Alerts via text message, either reply STOP or visit Alerts in the More menu in Digital Banking and deselect text message for delivery or change it to email. To restore text, return to Alerts in the More menu to select text message as your delivery method.

#### **u. Intellectual Property Rights**

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#### **v. 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. HSFCU DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. HSFCU MAKES NO WARRANTY THAT (i) THE FUNCTIONS, CONTENT OR INFORMATION CONTAINED IN THE WEBSITE OR ANY SERVICE WILL MEET YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (ii) DEFECTS WILL BE CORRECTED; (iii) THE WEBSITE, THE SERVER THAT MAKES IT AVAILABLE, THE SERVICE, THE SERVICE, OR CONTENT ARE FREE OF VIRUSES, MALWARE, ERRORS, OR OTHER HARMFUL COMPONENTS; (iv) THAT ANY INFORMATION PROVIDED TO US IS ACCURATE OR CURRENT; OR (v) THAT THE SERVICE WILL OPERATE IN A COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM, DATA, PRODUCT, OR SERVICE.

HSFCU 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 HSFCU MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME SUBJECT TO APPLICABLE LAW. YOU, AND NOT HSFCU, 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 SERVICE OR WEBSITE OR ITS CONTENT OR INFORMATION.



ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE 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 HSFCU OR OUR SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**w. LIMITATION OF LIABILITY**

HSFCU AND ITS EMPLOYEES, DIRECTORS, VOLUNTEERS, SERVICE PROVIDERS 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 HSFCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS OTHERWISE REQUIRED BY LAW.

IN NO EVENT WILL THE AGGREGATE ANNUAL LIABILITY OF HSFCU AND ITS AGENTS (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE ANNUAL FEE (IF ANY) CHARGED BY HSFCU TO MAINTAIN YOUR ACCOUNT OR THE ANNUAL FEE (IF ANY) CHARGED BY HSFCU, EXCEPT AS OTHERWISE REQUIRED BY LAW.

ANY ACTION AGAINST HSFCU WITH RESPECT TO A SERVICE MUST BE COMMENCED WITHIN TWELVE (12) MONTHS FROM THE DATE OF THE EVENT GIVING RISE TO THE PROCEEDING. IF HSFCU 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 HSFCU TO YOUR RIGHTS TO THE EXTENT OF ANY LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER HSFCU NOR ITS AGENTS WILL BE LIABLE FOR DAMAGES WHICH ARE INCURRED AS A RESULT OF: (i) PROVIDING (OR NOT PROVIDING) THE SERVICE TO YOU; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF INFORMATION TRANSMITTED THROUGH THE SERVICE; (iii) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION PROVIDED BY YOU OR THIRD PARTIES (INCLUDING BUT NOT LIMITED TO OTHER FINANCIAL INSTITUTIONS OR PAYEES); (iv) THE SERVICE'S RECEIPT (OR INABILITY TO RECEIVE) INFORMATION FROM THIRD PARTIES; (v) ANY ACT, OMISSION, PERFORMANCE, OR NON-PERFORMANCE OF ANY THIRD PARTY; (vi) ANY DELAY, INTERRUPTION, OR FAILURE TO PERFORM ANY OBLIGATIONS HEREUNDER DUE TO CIRCUMSTANCES BEYOND THAT PERSON'S REASONABLE CONTROL (INCLUDING ACTS OF GOD, STRIKES, RIOTS, ACTS OF WAR, POWER OUTAGES, COMPUTER VIRUSES, MAINTENANCE ACTIVITIES, SYSTEM OR TELECOMMUNICATION FAILURES, FIRES, FLOODS, EARTHQUAKES, EXTREME WEATHER, OR CHANGES IN GOVERNMENTAL REGULATIONS); (vii) THEFT, MISUSE, CORRUPTION, CONTAMINATION, LOSS, OR UNAUTHORIZED RELEASE OR RECEIPT OF INFORMATION; (viii) ANY CHARGES IMPOSED BY THIRD PARTIES; (ix) DELIVERY FAILURES FOR NOTICE SENT TO YOU; (x) ANY TRADING LOSSES, LOSS OF PROFITS, GOODWILL, USE, DATA, BUSINESS INTERRUPTION, LOSS OF PRIVACY, OR OTHER LOSSES OR DAMAGES OF ANY KIND ARISING FROM OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SERVICE; (xi) ANY ACTION TO INVESTIGATE OR FAIL TO INVESTIGATE MISUSE OF THE WEBSITE OR ANY SERVICES; OR (xii) ANY OTHER MATTER ARISING FROM OR RELATED TO THE SERVICE.

**x. Damages**

HSFCU does not warrant that the Services will be error-free, uninterrupted, timely, or secure. Except as otherwise required by law, HSFCU will only be liable to you for damages arising directly and solely from

HSFCU's intentional misconduct or gross negligence in the performance of the Services. Except as otherwise required by law, HSFCU 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 HSFCU's immediate and reasonable control;
- Your negligence, breach of any agreement with HSFCU, or failure to follow instructions;
- Any ambiguity, inaccuracy or omission in any information provided to HSFCU;
- 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;
- A transaction with insufficient available funds or in excess of the available credit limit;
- Any virus, malware or other attack or malicious activity;
- Any unavailability or failure of any system, data processing, computer, hardware, software, telecommunication or internet provider service;
- Circumstances beyond HSFCU'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 limitation by law, the Federal Reserve or other governmental authorities, clearinghouse or exchange network rules or guidelines; or
- Pursuant to other exceptions specified in the Account Documents or otherwise established by HSFCU.

HSFCU and our Service providers are responsible only for exercising ordinary care in making authorized Digital Banking transactions. HSFCU and our Service providers are not liable for any damages you incur if you do not have sufficient available funds in your Originating Account to make the transfer, if there is a delay in the payee receiving the transferred funds, or due to computer or internet malfunctions, delays in mail delivery, changes of the payee's address or account number, the failure of any payee to account correctly for the payment in a timely manner, or for any other circumstances beyond the control of HSFCU or our Service providers; or pursuant to other exceptions specified in the Account Documents or otherwise established by HSFCU.

Damages, if any, payable to you are subject to the Limitation of Liability (see Section 1.w) and other provisions of this Agreement, the Account Documents, end user agreements, etc.

**y. Your Indemnification Obligations**

To the full extent permitted by law, you understand and agree that you shall indemnify and hold harmless HSFCU 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 (“damages”), arising out of or related to (i) your breach of this Agreement or use of the Services, (ii) your acts or omissions, (iii) your unlawful conduct, or (iv) your violation of the rights of any third party; except to the extent that such damages have been finally determined to result solely from HSFCU’s or our Service provider’s gross negligence or intentional misconduct.

**z. Proprietary Information**

The material, content and information (“Content”) accessible through the HSFCU website and Services are the proprietary information of HSFCU (or the third party providing the Content), and HSFCU (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 HSFCU (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 HSFCU 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.

We and our Service providers retain rights to the names of our respective services and products, and related logos, trademarks and service marks. You may not copy, imitate or use them without the prior written consent of us or our Service provider, as applicable. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and trade dress of ours or our Service provider. You may not copy, imitate, or use them without our or our Service provider’s prior written consent, as applicable. All rights, title and interest in and to the website of HSFCU or our Service Provider, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of HSFCU or our Service provider and its licensors, respectively.

**aa. Consent to Jurisdiction; Enforceability**

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

If any part of this Agreement or the Account Documents 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.

**bb. 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.

**cc. Restriction or Termination of Services**

If your Service is restricted, please note that scheduled or recurring payments during the period during which your Service is restricted will not be processed, even if we subsequently restore your Service. You will need to make alternative arrangements for these transactions or reschedule them. Termination of the Service terminates all future transactions that were scheduled through the Service, whether one-time or recurring, even if the Service is subsequently restored. (If the Service is temporarily unavailable for servicing, payments will be processed when the Service is restored.)

*Please review your account transaction history to confirm whether or not a transaction has been processed properly and to contact us immediately in the event of any discrepancy. Please refer to the "Dispute Contact Information" document for the proper phone number and address to use to contact us.*

You may terminate the 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 payees that authority to make transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our system not to accept your access code for any Service. Whether you or HSFCU 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. Contact HSFCU if you have any questions.

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

We reserve the right to suspend or terminate your Services in our sole discretion.

Provisions of this Agreement or other Account Documents regarding indemnification, liability, damages, or litigation (e.g., sections 1.j, 1.k, 1.v, 1.w, 1.x, 1.y, 1.aa, and 1.ff) survive any termination of this Agreement. Other provisions that must survive to fulfill its essential purpose also will survive any termination of this Agreement.

**dd. Fees and Charges**

When you use the Digital Banking Services, you will remain subject to the terms and conditions of all your existing agreements with us. Although HSFCU may not charge you for using the Digital Banking Services, you will be subject to any fees and charges otherwise applicable to your account (see, e.g., the consumer fee schedule and overdraft disclosure).

**ee. Third Party Services, External Websites, External Transactions**

Completion of a transaction with another financial institution or other external party may be delayed, depending on when such party completes its processing of the transaction. Please consult with the other party to determine its business days, deadlines and processing times. You must allow sufficient time for third parties to process any transfer. We do not guarantee the time that any payment will be credited to your account by a third party.

You may be subject to fees and charges from the other party to a transaction, your internet provider, mobile carrier, or other third parties with whom you engage. You are responsible for complying with the terms of your agreements with such parties (including financial institutions and payees). Neither HSFCU nor our Service provider has control of, or liability for, the products or services that are paid for with the Service.

Access to any external website is at your own risk. We disclaim all liability and are not responsible for external websites, their content or information, or for your use of, or inability to use, such website.

You acknowledge and agree that when HSFCU or our Service provider accesses and retrieves information from third party sites, or initiate any transaction on the site, we or our Service Provider is acting as your agent, and not as the agent or on behalf of the third party.

We do not guarantee the accuracy of any information from a third party (e.g., another financial institution, payee, etc.) that is displayed or provided as part of the Service. Information that is obtained from a third party is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes.

If you initiate a transaction to a recipient that you did not intend, you are responsible for contacting the recipient to have the funds returned. Neither HSFCU nor our Service provider is responsible for requests which were made in error by you or anyone you authorized to use the Service or access your account.

*FOR SECURITY REASONS, PLEASE REMEMBER TO LOG OFF OF ONLINE BANKING AND MOBILE BANKING BEFORE GOING TO ANY EXTERNAL WEBSITE.*

**ff. Liability**

We will use reasonable efforts to make your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Originating Account does not contain sufficient available funds to complete the transfer or the transfer would exceed any credit limit for the Originating Account;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused by the receiving party or the entity that holds the receiving party's account;
- You have not provided us with the correct information, including information about the Originating Account or Receiving Account;
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances; or
- Pursuant to any other exceptions specified in the Account Documents or otherwise established by HSFCU.

**gg. Nature of Information**

The Services are not intended to provide legal, tax or financial advice. The Services are provided as strictly educational in nature and are provided with the understanding that neither HSFCU nor our Service providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If any such services are desired, the services of a competent professional person should be sought.

HSFCU and our Service 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, HSFCU and our Service providers are not responsible for any investment or other 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.

#### **hh. Consumer Use in Compliance with Law**

This Agreement is for accounts for personal, family or household purpose only. You agree to use the Services for consumer use only. Please contact HSFCU for information regarding accounts and services for business use.

You agree to use the Services, including any reports and services that we provide, only for lawful purposes, in compliance with all applicable law, this Agreement and the Account Documents, and not in violation of any other agreements to which you or your accounts are subject.

### **2. GENERAL SERVICES**

In addition to specialized Digital Banking Services, such as Move Money, Mobile Deposit, Person to Person (P2P), Bill Payment, Personal Finance Assistant, and Credit Score Services, Digital Banking Services include the following general Services:

- Obtain balance information for your share, checking, loan, certificate, and credit card accounts.
- Obtain tax information on amounts earned on share 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.
- Open new accounts.
- Place check stop payments.
- Setup account alerts via email, text (SMS), or push notification.
- Setup alerts and controls on your debit card.
- Verify the date and amount of recent deposits.
- View eStatements.

Your accounts can be accessed through Digital Banking from a personal computer or mobile device that has internet access. Digital Banking will be available for your convenience 24 hours per day. Service may be interrupted for a short time each day for data processing. 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.

### **3. MOBILE DEPOSIT SERVICE**

The following is additional information regarding the Mobile Deposit Service, which allows you to photograph paper checks ("Original Checks") with the camera on your mobile device ("Mobile Deposit") and electronically deliver the images and associated deposit information ("Check Images") to HSFCU or our Service provider for deposit into your HSFCU account. The following information applies to the Mobile Deposit Service, in addition to all of the information set forth in this Agreement that is applicable to Digital Banking Services. (E.g., see Sections 1 (General Provisions Applicable to All Services) and 2 (General Services) above.)

The Mobile Deposit Service is only for use with respect to accounts used primarily for personal, family, or household purposes and may not be used for any business purposes. Mobile Deposit is only allowed for selected accounts.

**a. Deposit Limits and Other Limitations**

We may set limits on the maximum amount you may deposit using the Mobile Deposit Service in one Deposit Period. A “Deposit Period” starts at 3:00 pm Pacific Time (West Coast) on one business day and ends at 2:59 pm Pacific Time (West Coast) on 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, HSFCU will not process the deposit.*

We may revise or delay any Mobile Deposit Service for general maintenance, security or other reasons. HSFCU reserves the right to accept or reject any item submitted using the Mobile Deposit Service for deposit into your account. See the section below entitled “Processing of Checks” and “Funds Availability May Be Delayed” for information regarding timing. HSFCU also reserves the right to restrict Mobile Deposit Service from any account.

You agree to indemnify HSFCU from any loss HSFCU suffers because of its acceptance of any item. HSFCU is not liable for any service or late charges against you because of HSFCU’s rejection of any item deposited using the Mobile Deposit Service, and you agree to be responsible for any loss or overdraft or other applicable fees charged to your account, as described in the HSFCU Membership and Account Agreement and the current Fee Schedule, due to an item being returned.

**b. Eligible Items**

You agree to photograph 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.

**c. Ineligible Items**

You agree that you will not use the Mobile Deposit Service 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 HSFCU's standard software and equipment.

**d. 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.

**e. Handling of Original Checks**

- Before you 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 photographed 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 HSFCU 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.

**f. Confirmation of Receipt of Check Image**

After HSFCU has received the Check Image through the Mobile Deposit Service, 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 HSFCU Mobile 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 HSFCU received payment from the issuer of the Check. HSFCU reserves the right to reject any Check Image without any liability to you or anyone else. HSFCU 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.

We may return or refuse to accept all or any part of a deposit to your account using the Mobile Deposit Service 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. Overdraft fees may be assessed in accordance with the Consumer Fee Schedule.

*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.*

**g. Processing of Checks**

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

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

**h. Funds Availability May Be Delayed**

The items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. HSFCU may delay the availability of funds deposited through the Mobile Deposit Service in its discretion. To avoid delay, you may go to any HSFCU branch to deposit the Original Check instead of using the Mobile Deposit Service. 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.

*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.*

**i. Returned Deposits**

Any credit to your account for Checks deposited using the Mobile Deposit Service is provisional. If Checks deposited through the Mobile Deposit Service 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 (other than a home equity line of credit or other accounts for consumer purchases secured by the borrower's principal dwelling) to obtain payment for any item deposited into your account that is 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 the Mobile Deposit Service, please take the IRD of the Check to a HSFCU branch. Applicable fees will be assessed each time a Check or other item is returned or dishonored. Refer to the consumer fee schedule.

**j. Attempted Cancellation of a Deposit via Mobile Deposit Service**

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

**k. 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 HSFCU 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 Mobile Deposit 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.

#### **I. 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 the Mobile Deposit Service are used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Check Images to us.

#### **4. MOVE MONEY SERVICE**

The Move Money Service allows you to transfer funds between your HSFCU accounts, or between your HSFCU account and the HSFCU account of another member (referred to as "Member to Member Account Transfers"). You also may transfer funds between a HSFCU account and an account at another financial institution (referred to as "External Account Transfers"). The Originating Account from which funds are transferred may be a deposit account (e.g., share/savings, share draft/checking) account, or HSFCU line of credit. The following information applies to the Move Money Service, in addition to all of the information set forth in this Agreement that is applicable to Digital Banking Services. (E.g., see Sections 1 (General Provisions Applicable to All Services) and 2 (General Services) above.)

##### **a. One-Time Transfers, Scheduled Transfers, and Recurring Transfers**

To use the Move Money Service, you initiate a "Transfer Instruction" to transfer funds from the Originating Account to the Receiving Account. The Transfer Instruction may be for a one-time transfer or for a series of Recurring Transfers at designated intervals.

- You may initiate (i) a one-time Transfer Instruction for which processing shall be initiated by HSFCU immediately, (ii) a one-time Transfer Instruction for which processing shall be initiated by HSFCU at a later specified date of up to ten (10) years, or (iii) a recurring series of Transfer Instructions for which processing shall be initiated by HSFCU at specified intervals and duration. Further details about each of these options can be found when using the Move Money Service.
- Transfer Instructions for External Account Transfers received after 2:00 p.m. Hawaii time on a business day may not be processed by HSFCU until its next business day. External Account Transfers scheduled for a non-business day will be processed by HSFCU on its next business

day. Completion of an External Account Transfer may be delayed, depending on when the other financial institution completes its processing of the transfer.

**5. PERSON-TO-PERSON (P2P) SERVICE**

The Person to Person (P2P) Service allows you to transfer funds from your HSFCU account to other accounts, owned by you or others, at HSFCU or elsewhere, using the cell phone number or email address that you provide for the payee. More information is set forth in the Person-to-Person (P2P) service agreement, which supplements the information set forth in this consumer digital banking services agreement. (E.g., see Sections 1 (General Provisions Applicable to All Services) and 2 (General Services) above.)

**6. BILL PAYMENT SERVICE**

The Bill Payment Service allows you to pay make Bill Payments (transfers) from your HSFCU checking (share draft) account through Digital Banking. More information is set forth in the bill payment service agreement, which supplements the information set forth in this consumer digital banking services agreement. (E.g., see Sections 1 (General Provisions Applicable to All Services) and 2 (General Services) above.)

**7. PERSONAL FINANCE ASSISTANT SERVICE**

The Personal Finance Assistant Service allows you to obtain recent account balances and transaction history for your accounts at other financial institutions. More information is set forth in the personal financial assistant service agreement, which supplements the information set forth in this consumer digital banking services agreement. (E.g., see Sections 1 (General Provisions Applicable to All Services) and 2 (General Services) above.)

**8. CREDIT SCORE**

The Credit Score Service allows you to review your credit score and report. More information is set forth in the consumer credit score end user agreement, which supplements the information set forth in this consumer digital banking services agreement. (E.g., see Sections 1 (General Provisions Applicable to All Services) and 2 (General Services) above.)



## **CONSUMER BILL PAYMENT SERVICES AGREEMENT**

This Agreement applies to Hawaii State Federal Credit Union's (HSFCU's) consumer Bill Payment Service (the "Service"), which is a type of Digital Banking Service. The Bill Payment Service allows you to make Bill Payments (transfers) from your HSFCU checking (share draft) account through Digital Banking. This Agreement contains the terms and conditions that govern the manner in which HSFCU ("Us," "We," and "Our") provides the Service to the owner(s) of the account(s) ("You" and "Your").

### **1. GENERAL PROVISIONS**

#### **a. General**

This Agreement supplements, but does not replace, any other agreements, disclosures, terms and conditions, and other important information that we provide to you, all of which continue to be applicable to your HSFCU accounts and the Service, such as your account card, consumer membership and account agreement and overdraft disclosure addendum, arbitration agreement (if applicable), consumer fee schedule, consumer electronic fund transfers agreement and disclosure, 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 use the Service. The Service is not available to all members, and HSFCU may disallow the use of the Service in HSFCU's sole discretion.

Consumer Bill Payments are digital banking transfers, which are electronic fund transfers, and are subject to the consumer digital banking services agreement and the consumer electronic fund transfers agreement. Transactions are subject to other limitations as outlined in your other Account Documents, including, for example, the truth-in-savings disclosure, overdraft disclosure, and consumer fee schedule.

Please note: The terms and instructions for the various Digital Banking Services may differ. It is important for you to become familiar with the terms and instructions for each Digital Banking Service that you use.

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

Your enrollment in, or use of, the Service signifies your agreement to be bound by 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. Subject to applicable law, this Agreement is subject to change by HSFCU at any time in our sole discretion.

**b. Contact Information**

If you have any questions or for current information about your accounts, 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); go to your nearest HSFCU branch; or write to us at: Hawaii State Federal Credit Union, P.O. Box 3072, Honolulu, HI 96802-3072.

**2. DESCRIPTION OF THE BILL PAYMENT SERVICE**

With the Bill Payment Service, you may use your personal computer and the internet or the mobile banking app to schedule the following Bill Payments (transfers) from your HSFCU checking (share draft) account (the "Originating Account"), subject to the terms and conditions of this Agreement:

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

We use a third party service provider to provide the Bill Payment Service to members. Our Service provider will process your Bill Payments and provide information about your account to HSFCU, related to your Bill Payments.

Our Service provider uses two types of remittance methods to make Bill Payments. Bill Payments may be remitted electronically or by paper check, depending upon preferences, capabilities and criteria of the payee.

**3. BILL PAYMENT METHODS AND RESTRICTIONS**

Payments are made to the payee either electronically via the Automated Clearing House (ACH) or by paper check. The method of payment depends upon the processing method that can be accommodated by the payee or by our Service provider. In some instances, the payee address may be changed by our 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 Originating Account. Each payee must appear on the payee list you create with us.

HSFCU's and our 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). HSFCU and our 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 payee in accordance with

this Agreement and Disclosure. HSFCU and our Service provider are not liable for any damages you incur if you do not have sufficient available funds in your Originating Account to make the payment on the processing date; if the estimated time to allow for delivery to the payee is inaccurate; due to computer or internet malfunctions; due to delays in mail delivery; because of changes of payee address or account number; because of the failure of any payee to account correctly for the payment in a timely manner; for any other circumstances beyond the control of HSFCU or our Service provider; or pursuant to other exceptions specified in the Account Documents or otherwise established by HSFCU.

#### **4. BILL PAYMENT TRANSACTIONS**

For all Bill 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 or bill. If you properly schedule your Bill 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 Bill Payment is scheduled on a Federal Reserve Bank holiday or on a Saturday or Sunday (this can potentially happen on a recurring payment), the Bill Payment is processed on the next business day. Weekly recurring Bill Payments may not be scheduled on Saturdays or Sundays. The Scheduling Deadline for entering a Bill Payment to be included in a business day's processing is 6:00 pm Pacific Standard Time of the preceding business day. If the attempt to schedule a payment occurs after this time, the payment will be processed the next business day.
- We will withdraw the designated funds from your Originating Account 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 payees 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 payee.

#### **5. 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 our Service provider to choose the most effective method to process your Bill Payments. You will receive a transaction confirmation number for each properly instructed Bill 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 a transaction has been processed properly, and to contact us immediately in the event of any discrepancy. For example, review “Payment History” in Bill Payment and “Recent Transactions” in the Dashboard.*

*Please refer to the “Dispute Contact Information” document for the proper phone number and address to use to contact us.*

## **6. CANCELLATION OF BILL PAYMENT INSTRUCTION; STOP PAYMENT ON CHECK PAYMENTS**

You may cancel a Bill Payment Instruction at any time before processing of the Bill Payment begins. Stop payments cannot be placed on any electronically processed Bill Payment after processing of the transaction has started. (The Bill Payment Service will indicate if the payment is made electronically or by paper check.)

If you desire to attempt to stop an electronic Bill Payment after its processing has started, you may contact Member Service Call Center for assistance. We do not guarantee such recovery and will have no responsibility or liability for failing to cancel or stop payment if you have not contacted us in sufficient time. You agree to indemnify, defend and hold us harmless for any and all liability incurred in response to your request to cancel or stop payment after electronic processing of the transaction has started. You may be charged a stop payment fee and, if applicable, a research fee pursuant to our current Fee Schedule for each transaction that you request to be stopped, even if we are not successful in stopping payment.

Stop payment requests can be placed on check-processed payments prior to negotiation by the payee. 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 Bill Payment, please telephone us or go to your nearest HSFCU branch.

## **7. IF A BILL PAYMENT TRANSACTION IS RETURNED OR OVERDRAWS THE ORIGINATING ACCOUNT**

If your Originating Account does not have sufficient available funds, we may attempt to debit your Originating Account multiple times. After two unsuccessful attempts, we may suspend or terminate your Bill Payment Service, 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 payee, makes multiple attempts to debit your account by resubmitting checks, ACH debits, or other items). If we stop payment on a Bill Payment check, we will attempt to send you an Alert in accordance with your user preferences (i.e., email, text (SMS), push notification) if you have opted in to receive such Alerts (see the section on “Alerts”). 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.

## **8. ERROR RESOLUTION**

Please refer to the consumer electronic fund transfers agreement and disclosure, including the sections on billing errors and member liability, and the dispute contact information disclosure, for more information.



**9. SUSPENSION OR TERMINATION OF BILL PAYMENT SERVICE**

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

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.

If we restrict or terminate your Digital Banking Services or Bill Payment Service, scheduled or recurring payments during the period during which the Service is restricted or terminated will not be processed, even if we subsequently restore your Service. You will need to make alternative arrangements for these transactions or reschedule them. (If the Service is temporarily unavailable for servicing, transactions will be processed when the Service is restored.)

After you make full payment to HSFCU, you may contact us directly to request that we restore your Service. However, we reserve the right to determine which accounts qualify for Digital Banking Services.

**PLEASE SEE THE DIGITAL BANKING SERVICE AGREEMENT AND OTHER ACCOUNT DOCUMENTS FOR ADDITIONAL IMPORTANT INFORMATION.**



## **CONSUMER PERSONAL FINANCE ASSISTANT SERVICE AGREEMENT**

This Agreement applies to Hawaii State Federal Credit Union's ("HSFCU's") consumer Personal Finance Assistant Service (the "Service"), which is a type of Digital Banking Service. The Personal Finance Assistant Service allows you to obtain recent account balances for your accounts at other financial institutions.

This Agreement contains the terms and conditions that govern the manner in which HSFCU ("Us," "We," and "Our") provides the Service to the owner(s) of the account(s) ("You" and "Your").

### **1. GENERAL PROVISIONS**

#### **a. General**

This Agreement supplements, but does not replace, any other agreements, disclosures, terms and conditions, and other important information that we provide to you, all of which continue to be applicable to your HSFCU accounts and the Service, such as your account card, consumer membership and account agreement and overdraft disclosure addendum, arbitration agreement (if applicable), consumer fee schedule, consumer electronic fund transfers agreement and disclosure, 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 use the Service. The Service is not available to all members, and HSFCU may disallow the use of the Service in HSFCU's sole discretion.

Please note: The terms and instructions for the various Digital Banking Services may differ. It is important for you to become familiar with the terms and instructions for each Digital Banking Service that you use.

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

Your enrollment in, or use of, the Service signifies your agreement to be bound by 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. Subject to applicable law, this Agreement is subject to change by HSFCU at any time in our sole discretion.

#### **b. Contact Information**

If you have any questions or for current information about your accounts, 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); go to your nearest HSFCU branch; or write to us at: Hawaii State Federal Credit Union, P.O. Box 3072, Honolulu, HI 96802-3072.

## **2. DESCRIPTION OF THE PERSONAL FINANCE ASSISTANT SERVICE**

The Service allows you to obtain recent account balances and transaction history for your deposit accounts (savings and checking (share draft)) at HSFCU and at other financial institutions.

The Service provides Personal Data in a consolidated format ("Consolidated Data") to you through the platform supported by our Service provider, for those accounts and assets held by financial institutions as designated by you (the "Service"). Financial institutions will be excluded if their systems are incompatible with the Service. As part of the Service, Consolidated Data may be used to produce and deliver customized reports ("Consolidated Reports"), and to identify HSFCU products and services for your consideration ("Consolidated Enabled Services").

### **a. Your Validation**

Please independently validate Consolidated Data and periodically confirm the accuracy of the data through sources independent of the Service and HSFCU. If you determine that data is inaccurate, incomplete, or otherwise contains misinformation, please contact the relevant financial institution to resolve the issue, and inform HSFCU.

### **b. Limited Power of Attorney**

You authorize each of HSFCU and our Service provider to (i) provide authorizations on your behalf to the financial institution to the extent you do not do so directly, (ii) request Personal Data pursuant to those authorizations, and (iii) utilize the Personal Data received from the financial institution to provide the Service to you.

You hereby grant HSFCU and our Service provider a limited power of attorney and appoint HSFCU and our Service provider as your true and lawful attorneys-in-fact, each with authority to act independently or jointly, with full power of substitution and re-substitution, for you and in your name, to request and use Personal Data pursuant to the Service. YOU AGREE THAT WHEN HSFCU OR OUR SERVICE PROVIDER IS INTERACTING WITH FINANCIAL INSTITUTIONS, HSFCU OR OUR SERVICE PROVIDER, AS APPLICABLE, IS ACTING AS YOUR AGENT AND NOT THE AGENT OF OR ON BEHALF OF THE FINANCIAL INSTITUTION. You hereby agree that each financial institution shall be entitled to rely on the foregoing authorizations, agency appointment, and limited power-of-attorney granted by you to HSFCU and our Service provider for all purposes hereunder.

You understand that the other financial institutions are not involved in providing the Service and do not endorse or sponsor the Service, nor does the HSFCU endorse or recommend the services of any other financial institution.

### **c. Disclaimer of Warranties (Additional)**

You expressly understand and acknowledge the following warranty disclaimers regarding the Service: (i) the Service and all information, content, products, and services (including those of our Service provider) provided in connection therewith is at your sole risk; (ii) Consolidated Data is transmitted from the financial institution and may not be accurate if that transmission was not successfully completed or the information from the financial institution is otherwise inaccurate or not current; (iii) the Service is provided "as is" and "as available" for informational purposes only

as a convenience to you, and is not intended for trading or transactional purposes or to replace official records and statements regarding your assets and accounts; (iv) you are responsible for making all decisions; (v) neither HSFCU nor our Service provider is acting as your administrative or investment fiduciary, or giving legal, tax, or financial advice, in providing the Service; (vi) HSFCU will rely on the information you provide regarding the accounts, without further verification or validation; (vii) HSFCU makes no warranty that the Service will (A) collect Personal Data and generate Consolidated Reports that are accurate, complete, or reliable, (B) be able to request and aggregate your accounts and assets held at all of your financial institutions; (viii) HSFCU assumes no responsibility for the timeliness, deletion, mis-delivery, delivery failure, or failure to store any Personal Data or communications with you with respect to the Service, nor does HSFCU assume responsibility for any information communicated by you to HSFCU; (ix) HSFCU may not correct any errors in the Service, Consolidated Reports, or Consolidated Enabled Services; (x) no advice or information, whether oral or written, obtained by you from HSFCU or related to the Service will create any warranty not expressly stated in this Agreement; (xi) HSFCU makes no warranty as to the reliability, timeliness, quality, suitability, availability, accuracy, comprehensiveness, completeness, correctness, copyright clearance, legality, or decency of any Service content; and (xii) any information or content provided to you in connection with the Service is provided at your own discretion and risk. In addition, no information, whether oral or written, obtained by you from the Service will create any warranty not expressly stated in this Agreement. The foregoing warranty disclaimers will apply to you notwithstanding anything to the contrary in this Agreement but subject to applicable law that does not allow the exclusion of certain warranties. This section survives any termination of this Agreement.

PLEASE SEE THE DIGITAL BANKING SERVICE AGREEMENT AND OTHER ACCOUNT DOCUMENTS FOR ADDITIONAL IMPORTANT INFORMATION.



## **ELECTRONIC STATEMENT AGREEMENT**

### **1. Consent to Electronic Delivery of Periodic Statements, Disclosures and Notices**

Your consent to Hawaii State Federal Credit Union's (HSFCU's) Electronic Statement Services ("eStatement Services"), covers periodic statements, disclosures and notices provided to you in connection with your specified share accounts with HSFCU. These are collectively referred to in this document as "Member Notices." While you have elected our eStatement Services, you agree that HSFCU need NOT provide you with Member Notices by postal mail for the specified accounts. Instead, each month you will receive an automated email notification informing you that your Member Notice is ready for viewing, as well as information on how to access it for Digital Banking. Member Notices sent to you through HSFCU's eStatement Service may only be available online for 18 months; therefore, you should print out (Online Banking only) or otherwise retain account statements and other disclosures regularly.

Member Notices include, but are not limited to, the following categories of records: periodic statements; annual privacy policy; annual error resolution notice; annual statement of billing rights; initial, amended and change-in-terms account disclosures; and any other notices that we may be required to provide you. Credit Card statements, loan bills and related notices are excluded from eStatement Service.

### **2. eStatement Enrollment Procedures**

Enrollment applies to all of the specified HSFCU account(s). By enrolling in our eStatement Service, you agree that if we send you a Member Notice through the eStatement Service, we do not have to send you the same notice by postal service for other accounts that you have with us even if those accounts are not enrolled in eStatement.

To enroll your account(s) for eStatement access via Online Banking, log into the HSFCU Online Banking website at [www.hawaiistatefcu.com](http://www.hawaiistatefcu.com), select "eStatements," slide the "Paper & Online Statements" button to read and print this Electronic Statement Disclosure, select "Electronic," then "I Agree" to receive electronic delivery of Member Notices.

To enroll your account(s) for eStatement access via Mobile Banking, log into the HSFCU Mobile App, select "eStatements," slide the "Paper & Online Statements" button to read and print this Electronic Statement Disclosure, select "Electronic," then "I Agree" to receive electronic delivery of Member Notices.

By enrolling your account(s) for eStatement via Online Banking or Mobile Banking, you will receive an email notification confirming that you are now enrolled in eStatements and will no longer receive paper statements. Enrolling your accounts for eStatement access via Online Banking or Mobile Banking will allow you access to Member Notices via both Online Banking and the Mobile App.

You will receive an email shortly after the end of each statement period letting you know that your Member Notices is/are ready for viewing. The notice will include a link to the HSFCU home page and Mobile App. You must log into Online Banking or the Mobile App to view your Member Notices. For Online Banking, go to [www.hawaii.statefcu.com](http://www.hawaii.statefcu.com), enter your Username ID and Password to log in. Select "eStatements" to receive electronic delivery of Member Notices.

Your available statements will be listed in the View Statement section. Click on a statement date to view. You may view important notices and disclosures when you are logged into Online Banking or the Mobile App. Any other notices that we normally send with the paper statement will appear as soon as you click "eStatements."

### **3. Joint Accounts**

If your HSFCU account is held jointly with another person(s), the primary account holder may consent to receive electronic delivery of Member Notices and that person's consent shall apply to both (all) of you.

### **4. Withdrawal of Consent; Paper Format**

Your consent to receive electronic delivery of Member Notices remains in effect until revoked by an accountholder. You have the right to terminate consent and receive Member Notices by postal mail at any time. If you wish to cancel the eStatement Service and resume receipt of Member Notices through postal mail, please notify us by either of the following:

- Logging into the HSFCU Online Banking website at [www.hawaiistatefcu.com](http://www.hawaiistatefcu.com), select "eStatements," and slide the "Paper & Online Statements" button to greyed selection.
- Logging into the Mobile App, select "eStatements," and slide the "Paper & Online Statements" button to greyed selection.

By cancelling the eStatement service via Online Banking or the Mobile App, you will receive an email notification confirming that you have discontinued the eStatements Service and will be receiving paper statements.

In certain cases, if your eStatement Service is terminated, you may be disqualified from receiving certain benefits, and we may charge you a fee to receive paper periodic statements.

To request a paper copy of a Member Notice that was sent to you through the eStatement Service, contact us as provided in the section below entitled "Communication with HSFCU." A fee may be charged in accordance with our current fee schedule.

HSFCU from time to time may mail you Member Notices in paper format in its discretion instead of, or in addition to, providing electronic delivery of certain Member Notices.

### **5. Change of Email Address**

You must provide HSFCU with an email address in order to use eStatement Services. It is your responsibility to keep HSFCU informed of any change in your email address. You may update your email address by logging into the HSFCU website at [www.hawaiistatefcu.com](http://www.hawaiistatefcu.com); click the Person icon, select "Profile," change your Primary email, and select "Save Changes." Alternatively, you can use our Mobile App; click "Menu," select "Settings," select "Profile,"

change your Primary email, and select "Save Changes." If HSFCU sends you an email notification and it is returned as undeliverable, we will attempt to contact you by posting an "alert message" via Online Banking and Mobile App. You agree that if we receive notice that our email notice to you is undeliverable and we do not obtain an updated email address from you, we may terminate your participation in the HSFCU's eStatement Service and mail subsequent statements, disclosures and notices to your last known mailing address on record. Disqualification from certain benefits and imposition of fees may result. See "Withdrawal of Consent; Paper Format" above.

## **6. In Case of Errors or Questions**

You must promptly access and review your Member Notices and notify us IMMEDIATELY of any error, unauthorized transactions, or any other irregularity.

You are responsible for reviewing the material that we send to you for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods, noted in your account agreement and disclosures, within which you must notify us of any errors on your account statement(s) shall begin on the Member Notice email notification date regardless of when you access or review your Member Notice.

Please refer to the consumer electronic fund transfers agreement and disclosure, including the sections on billing errors and member liability, and the dispute contact information disclosure, for more information.

## **7. Communication with HSFCU**

If you have questions or comments, you may send them to us and receive answers through your Internet email system. Please remember that email sent by you will not be read by us immediately. We will not take action based on your email until a HSFCU employee actually reviews your message and has a reasonable opportunity to act. We may require you to confirm the authenticity of any email request for notification before acting upon it. **DO NOT INCLUDE ANY ACCOUNT NUMBERS OR OTHER CONFIDENTIAL INFORMATION IN YOUR E-MAIL.**

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; go to your nearest HSFCU branch; or write to us at: Hawaii State Federal Credit Union, P.O. Box 3072, Honolulu, HI 96802-3072.

## **8. eStatement Service Access**

Access to the eStatement Service may be unavailable at times due to scheduled maintenance, unscheduled maintenance, system outage, security or other reasons. In addition, events may occur that may cause the system to become unavailable. HSFCU will make every reasonable effort to ensure optimum availability of this system. However, HSFCU is not liable for the unavailability of the system or any damage that may result from system unavailability. HSFCU disclaims any and all liability that relates to the improper use of this system. We are not responsible for any damage that may occur to your personal computer or mobile device from the use of this service or the data transmitted through the account access link.

## **9. Change in Terms**

Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law, by email or by postal mail. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. If there is more than one party to the account, notice to any accountholder will be effective for all.

## **10. Severability**

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

## **11. Acceptance of Electronic Disclosures and Notices**

Enrollment of eStatement Service constitutes your written signature and consent to be bound by the terms of this Electronic Statement Disclosure Agreement and to receive Member Notices electronically. You also agree that you have access to the necessary equipment for accessing and viewing eStatements and you agree to notify us if you change your email address and if you no longer want to receive statements electronically.





# HAWAII STATE

## FEDERAL CREDIT UNION

P.O. Box 3072 Honolulu, HI 96802-3072 | [www.HawaiiStateFCU.com](http://www.HawaiiStateFCU.com)

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### DISPUTE CONTACT INFORMATION

Please contact us at the appropriate phone number indicated below, depending on which of the three 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 your credit card.
- Please call us at US Toll-Free (866) 279-1399 (or if you cannot access a toll-free number, call us collect at (513) 900-3014) to report possible Disputes regarding the following 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 Online Fund Transfers;
  - 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:

For Credit Cards:  
Customer Service  
P.O. Box 31112, Tampa, FL 33631--3112

For all other Disputes:  
Hawaii State Federal Credit Union, Attn: Dispute Resolution  
P.O. Box 3072, Honolulu, HI 96802--3072



# HAWAII STATE

## FEDERAL CREDIT UNION

P.O. Box 3072 Honolulu, HI 96802-3072 | [www.HawaiiStateFCU.com](http://www.HawaiiStateFCU.com)

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### **CHANGE IN TERMS NOTICE** (Overdraft Disclosure Addendum - Digital Services)

Effective June 7, 2022

The Overdraft Disclosure Addendum (Exhibit to the Consumer Membership and Account Agreement and Business Membership and Account Agreement) is revised as follows, effective June 7, 2022.

The following subsections are added to the “Debit” category of Section 3, “Posting Transactions to Your Account”:

- **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.)
- **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 HSFCU current balance or your HSFCU 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.)
- **Person-to-Persons (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
- **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.

The following subsections are deleted from the “Debit” category of Section 3, “Posting Transactions to Your Account”:

- Online Banking Transfers
- Mobile Banking Transfers



### Digital Banking Hardware and Software Requirements

To use Hawaii State Federal Credit Union’s (HSFCU’s) Digital Banking Services, you will need to use the following supported hardware and software:

- Device Operating System
- Web Browser
- Smart Device (for Mobile Banking)
- Desktop (or Laptop) (for Online Banking)

In addition, JavaScript must be enabled, and web extensions should be disabled. Adobe Acrobat Reader may be required to access supporting documents or promotional materials.

For Mobile Banking Services, you must obtain the HSFCU Mobile App from your device’s App store (e.g., Apple App Store or Google Play).

To use Mobile Deposit Services, you must also have a supported mobile device with a camera.

HSFCU is continually upgrading Digital Banking Services to provide the most valuable and secure Digital Banking experience. As new features and enhancements are added, updates to this support policy will be provided, which may require upgrades to browser versions, device operating system and HSFCU’s Mobile App. In some circumstances, certain browsers and software may be blocked from accessing HSFCU’s Digital Banking Services to mitigate security risks.

While HSFCU will publish notifications in advance regarding changes to this policy when possible, HSFCU reserves the right to block certain browsers, devices, and software to protect the security and confidentiality of information and may not provide advance notice.

HSFCU’s minimum encryption requirement for accessing account(s) online is TLS 1.2 protocol with forward secrecy and 128-bit (or higher) encryption ciphers, which are the supported defaults for these operating systems, browsers, and versions.

#### Supported Operating Systems and Browsers

Vendor	Device Operating System	Web Browser
Microsoft	Desktop = N/A	Edge (last two versions)
Apple	Desktop = N/A Mobile/Tablet iOS 12 or Higher	Safari (last two versions)
Google	Mobile/Tablet Android 8.1 or Higher	Chrome (last two versions)
Mozilla	Desktop = N/A Mobile/Tablet = iOS 12 or Higher Mobile/Tablet = Android 8.1	Firefox (last two versions)