



HONOLULU FEDERAL CREDIT UNION
2305 S. Beretania St. Honolulu, HI 96826
Mailing Address:
P.O. Box 235862 Honolulu, HI 96823

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

1. This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfers (EFT) services offered to you by Honolulu Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share (savings) and share draft (checking) accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

TYPES OF SERVICES AVAILABLE

1. TYPES OF SERVICES AVAILABLE

- a. **ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machine (ATMs) of the Credit Union, CO-OP, PLUS networks, and other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft privilege service in order for the transaction amount to be covered under the service. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft privilege and the Fee Schedule.

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

- Make deposits to your designated accounts.
- Withdraw funds from your designated accounts.
- Transfer funds from your designated accounts.
- Obtain balance information for your designated accounts.
- Make point-of-sales (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry the Interlink, AFFN logo.

The following limitations on the frequency and amount of ATM transactions may apply:

- There is a limit of 10 ATM withdrawals and POS purchases per one (1) day.
- You may withdraw up to a maximum of \$400 in any one (1) day, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$400 from POS terminals per one (1) day, if there are sufficient funds in your share draft (checking) account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- For security purposes, there are other limits on the frequency and amount of withdrawals at ATMs.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

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

If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, CO-OP, PLUS networks, and such other machines or facilities as the Credit Union may designate.

At this present time, you may use your card to:

- Make deposits to your designated accounts.
- Withdraw funds from your designated accounts.

- Transfer funds from your designated accounts.
- Obtain balance information for your designated accounts.
- Make point-of-sales (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry the Interlink, AFFN logo.
- Order goods or services by mail or telephone from places that accept Visa Debit.

The following limitations on the frequency and amount of Debit Card transactions may apply:

- There is a limit of 10 ATM withdrawals and POS purchases per one (1) day.
- You may purchase up to the available funds in your share draft (checking) account.
- You may withdraw up to a maximum of \$400 in any one (1) day from an ATM, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$400 from POS terminals per one (1) day, if there are sufficient funds in your account.
- You may purchase goods and services by mail or telephone up to a maximum of \$1000 per one (1) day, if there are sufficient funds in your share draft (checking) account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- For security purposes, there are other limits on the frequency and amount of withdrawals at ATMs.

c. **Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of your employer, the Treasury Department, or other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share (savings) and/or share draft (checking) account.
- **Electronic Payments.** Upon instructions of a company or financial institutions, the Credit Union will accept electronic payments to your share draft (checking) account.
- **Stop Payment Rights.** If you have arranged in advance to make electronic payments out of your share draft (checking) account for money you owe others, you may stop payment on preauthorized payments from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the payment. We may require written confirmation of the stop payment order to be made within 14 days of an oral notification. If we do not receive written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized electronic payments will apply to all subsequent payments, unless you withdraw the request.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Payments.** If you order us to stop payment of a preauthorized payment three (3) business days or more before the payment is scheduled and we do not do so, we will be liable for your losses or damages.

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

e. **Online Banking/Mobile Banking.** If we approve Online/Mobile Banking for your accounts, a temporary password will be assigned to you. For added security you must enroll and select a picture from a library of images and provide an answer to a Challenge Question. We are not responsible for any loss, damage, or claim caused by your Internet Service Provider (ISP), any related software, or computer communication equipment. We will deny access to the online banking service if an incorrect PIN is entered three (3) times.

At the present time, you may use Online/Mobile Banking to:

- Transfer funds from your share (savings), share draft (checking), and loans.
- Obtain balance information for your share (savings), share draft (checking), certificates, and loans.
- Make loan payments from your share (savings), share draft (checking) accounts.
- Obtain balance information and make loan payments on credit card accounts (Online only)
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors (Bill Payment)

Your accounts can be accessed under Online/Mobile Banking via personal computer, mobile phone, or other approved access device. Online/Mobile Banking will be available for your convenience 24/7. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceeds a credit limit, or lower an account below a required balance. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- Transactions are limited to the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

f. **Bill Payment Service.** You may pay bills from your share draft (checking) account via the internet to vendors you have identified.

We will withdraw the designated funds from your share draft (checking) account for bill payment transfer by the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of bill payment per day.
- The maximum amount of bill payments each day is \$10,000, if there are sufficient funds in your account.
- You may not make payments to a payee with a foreign address, a federal, state or local government or tax unit and collection agencies.
- Inactivity for 90 days will be removed from bill payer service

g. E-STATEMENTS.

- a. You agree to receive and view your periodic account statement electronically in place of a paper statement sent via US mail to your address of record. You further agree to provide an accurate email address for the delivery of this electronic statement. You may also request a printed copy of your statement at any time. Applicable fees, as outlined in the Fee Schedule, may be charged.
- b. You can access your statement 24 hours a day, seven (7) days a week, except when down for maintenance.
- c. **System Availability.** Access to the service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance. There will be periods when systems require maintenance or upgrades; (2) **Unscheduled maintenance.** Service may be unavailable when unforeseen maintenance is necessary; or (3) **System Outages.** Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. HOCU will make reasonable efforts to ensure the availability of the service. However, the Credit Union is in no way liable for the unavailability of the E-Statements Service or any consequential damages that may result.

2. **TRANSFER LIMITATIONS**—For all 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, or similar order. If you exceed these limitations your transfer request may not occur.

3. **CONDITIONS OF EFT SERVICES**

- a. **Ownership of Cards.** Any card which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card we supply to you. If a merchant agree to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. **Foreign Transactions Visa.** Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or the date the transaction posted to your account.
- d. **Security of Access Code.** You may use one (1) or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with a card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement.

4. **FEES AND CHARGES**—There are certain fees and charge for EFT services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested electronic services. From time to time, the charges may be changed. We will notify you of any changes required by applicable law.

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

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

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your account without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit or overdraft privilege service). If a transaction was made with your card or card number without your permission and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card or access code. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card or access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make including those made by card, access code, or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods.

Call us: During Credit Union Hours:
(808) 777-5646, option 6
(800) 524-2261, option 6 (Toll Free)

Or Write to: HOCU
Attn: Support Operations
PO Box 235862
Honolulu, HI 96823-3515

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, CALL us immediately to block your card:

Call us: During Credit Union Hours and After Credit Union Hours
(808) 777-5646 option 6
(800) 472-3272 (24/7 Call Center)
(800) 524-2261 (Toll Free)

6. RIGHT TO RECEIVE DOCUMENTATION

- a. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, instant phone service transactions, preauthorized EFTs, online/mobile transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- c. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (808)777-5646 or (800) 524-2261. This does not apply to transactions occurring outside the United States.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS – Our business days are Monday through Friday, excluding holidays.

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

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

10. **NOTICES**--All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

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

11. **BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we've sent the first statement on which the problem appears. Call us at:

Call us: During Credit Union Hours:
(808) 777-5646, option 6
(800) 524-2261, option 6 (Toll Free)

Or Write to: HOCU
Attn: Support Operations
PO Box 235862
Honolulu, HI 96823-3515

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

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

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

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

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

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. **TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or

credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our system not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. **GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Hawaii, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
14. **ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.