

Kahului Federal Credit Union

Online Banking Agreement

A. GENERAL

1. **Introduction.** This Agreement sets forth the terms and conditions of the Online Banking Service (the "Service") offered by Kahului Federal Credit Union. In this Agreement, "you" refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms "we," "us" and "Credit Union" refer to Kahului Federal Credit Union.

2. **Our Service.** This Service has the following components:

- *Online Account Access* — You can obtain information about your accounts and transactions and communicate with us electronically.
- *Fund Transfers* — You can make transfers between your accounts with us.
- *e-Alerts* — You can request and receive information about your Eligible Accounts.
- *Mobile Banking* — You can receive account information, including account histories and balances, and make transfers between your accounts at the Credit Union via Wireless Application Protocol (WAP) from your Wireless Device, including a cell phone.

See below for additional information.

3. **Your Equipment.**

- a. In order to use our Online Banking Service, you will need a working connection to the Internet. You must use a browser that is SSL (secure socket layer) enabled, such as Microsoft Internet Explorer version 7.0 or greater, or Mozilla FireFox 3.5 or greater, or Apple Safari 4.0.2 or greater. If you have a question as to whether or not your browser is SSL enabled, contact the browser's manufacturer. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). To download transaction information into Quicken or Microsoft Money, you will need the equipment and software required by their respective operating instructions. We do not provide ISP services. You must have your own Internet service provider.
- b. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and software are compatible with our system. We reserve the right to change our system requirements from time to time. Note: Some browser software may store user names and security codes to facilitate the future use of a Web site. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature.

4. **Your Password.** We will provide you with one or more numbers, IDs, and/or other means of identification and authentication (collectively, "Password") to access the Service. You are responsible for keeping the Password secure and confidential. Never place your Password on or near your computer. If you forget your Password, contact us at 1-808-871-7705 to reset your Password. For security reasons, we may disable your Password if it is entered incorrectly three times. We may act on any Service instruction that is accompanied by your Password. You agree not to disclose your Password to anyone.

5. **Privacy.** Please see our Privacy Policy for information about how we gather, use, and secure nonpublic personal information about you. You acknowledge that in connection with your use of the Services, the Credit Union and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Credit Union and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.
6. **Electronic Mail.** You can use the Service to send us electronic mail ("e-mail"). Since e-mail can be subject to delays and may not be reviewed by us after normal business hours, do not rely on it if you need to communicate with us immediately (e.g., to report an unauthorized transaction). If you need to contact us immediately, call us at 1-808-871-7705. We will have a reasonable time to act upon any e-mail request, and reserve the right to reject any instruction or request received by e-mail (e.g., a request to wire funds). Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system. You agree that we may read and record any e-mail and other communications between you and our employees through the Service.
7. **Business Days.** Our business days are Monday through Friday, excluding holidays.
8. **Hours of Operation.** You can access account information and communicate through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.
9. **Documentation.** We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive a statement at least quarterly.
10. **Service Fees.** There is no fee for accessing information about your accounts through the Online Account Access Service. However, you agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time, which may be found at www.kahuluifcu.com. You authorize us to automatically charge your account for all such fees incurred in connection with the Services. In the future, we may add to or enhance the features of the Services. By using such added or enhanced features, you agree to pay for them in accordance with the then current fee schedule. We are not responsible for any fees that may be billed to you by your Internet service provider or text messaging charges.
11. **Limitations.**
 - a. We reserve the right to limit the frequency and dollar amount of transfers for security reasons. Transfers from savings accounts are limited by law and your deposit agreement with us. You may only make up to 6 withdrawals and/or transfers each month by check, preauthorized or automatic transfer, draft, or telephone. See your deposit agreement for further details.
 - b. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Services. These difficulties may result in loss of data or personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, misdelivery, or failure to store any user data,

communications, or personalization settings in connection with your use of the Services. Further, we shall not be responsible for the operation, security, functionality, or availability of any Wireless Device or mobile network, which you utilize to access the Services.

- c. You agree to exercise caution when utilizing the Services and to use good judgment and discretion when obtaining or transmitting information.
 - d. Financial information shown on our Web site, in e-Alerts, or on your Wireless Device while using the Services reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.
12. **How to Notify Us of a Problem.** If you have a question about a Service transaction, an e-Alert, believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 1-808-871-7705 or write to us at 25 West Kamehameha Avenue, Kahului, HI 96732. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
13. **Your Obligations.** When you use the Services, you agree to the following:
- a. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information that may be accessed via use of the Services. You represent and agree that all information that you may provide to us in connection with any one of the Services is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
 - b. **Proprietary Rights.** You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology relating to the Services, including, but not limited to, any Software or other associated mobile phone applications.
 - c. **User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening, or unlawfully harassing; (g) be perceived as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to the Services; (i) interfere with or disrupt the use of the Services by any other user; or (k) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
 - d. **No Commercial Use or Re-sale.** You agree that the Services are for personal use only. You agree not to resell or make commercial use of the Services.
 - e. **Indemnification.** Unless caused by our intentional misconduct, you agree to protect and fully indemnify us from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper access to and use of the Services or the Software or your infringement of any intellectual property rights.

- f. **User Security.** You agree not to give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account or the Services to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using the Services. If you permit other persons to use your Wireless Device and PIN or other means to access the Services, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device, or other means to access your account or the Services has been lost or stolen or that someone may attempt to use the Services without your consent, or has transferred money without your permission, you must notify us promptly by calling 1-808-871-7705.
14. **Your Responsibility.** Tell us AT ONCE if you believe your PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your PIN, and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows bill payments or transfers that you did not make, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
15. **Our Responsibility.** If we do not complete a transfer from your account in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if: (a) your account does not contain sufficient available funds to make the transfer or the transfer would exceed the credit limit on any overdraft line you have with us; (b) the money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or claim restricting the transfer or payment; (c) the System was not working properly and you knew about the problem when you requested the transfer; (d) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns, or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (e) a transfer could not be completed due to the System's unavailability; or (f) you fail to follow our on-screen instructions properly. There may be other exceptions stated in our Agreements with you.
16. **In Case of Errors or Questions about Your Transfers or Account Statements.** Call us at 1-808-871-7705 or write to us at 25 West Kamehameha Avenue, Kahalui, HI 90732 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) 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 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 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.

17. **Change in Terms.** We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.
18. **Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate your use of the Service without notice if you do not use it for 60 consecutive days. If you decide to cancel the Service, call us at 1-808-871-7705 or write to us at 25 West Kamehameha Avenue, Kahului, HI 96732. Any indemnification required by this Agreement shall survive its termination.
19. **Business and Other Non-personal Accounts.** Our obligations set forth in Sections 16 and 17, and the limitations on member liability set forth in Section 15 and on the back of periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.
20. **Disclaimer of Warranty.** The Credit Union does not make any warranties of any kind, whether express or implied, with respect to any aspect of the Service. You understand that you use the Service at your own risk. The Service is provided "as is" and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. This Section shall survive the termination of this Agreement.
21. **Liability; Indemnification.** We shall be responsible only for providing the Services described in this Agreement. Except as otherwise set forth herein or as provided under applicable law, our liability shall be limited to your actual damages arising directly from our gross negligence or intentional misconduct in performing the Services. We shall have no liability for failure to perform any of the Services or for any disruption or delay in our performance of the Services that results from failure or disruption of electric power, computer equipment, Internet service provider, telecommunications systems, war, strike, civil unrest, weather conditions, or other events beyond our reasonable control. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES. You agree to indemnify and hold us and our directors, officers, employees, agents, subcontractors, and assignees harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or in any way related to our provision of or our failure to provide these Services. This Section shall survive the termination of this Agreement.
22. **Restrictions on Use.** You agree not to use the Services or Software in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only be used in compliance with all applicable laws, rules, and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

Without limiting the foregoing, you agree that you will not use the Services or Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider

or any of its clients or subscribers; (iii) material or data that is illegal or material or data, as determined by the Credit Union (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Credit Union or any third-party service provider involved in the provision of the Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose the Credit Union, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other members of the Services or Software, or otherwise abuse the Services or Software.

23. **Relationship to Other Agreements.** You agree that when you sign this Agreement or use the Services, you will remain subject to the terms and conditions of all your existing agreements with any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Agreement does not amend or supersede any of those agreements. You also understand and agree that, to the extent applicable and to the extent that they do not conflict with this Agreement, you are also subject to your Account Agreement with us, which you have agreed to and which you have been given a copy of, the terms and conditions of which are incorporated into this Agreement. You understand that your agreement with service providers may provide for fees, limitations, and restrictions which might impact your use of the Services (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of the Services while downloading the Software, receiving or sending text messages as part of the Services, or other use of your Wireless Device when using the Software to access and use the Services), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services and that any issues that arise regarding such products and services will be resolved with the provider and carrier. You agree that we shall not be liable or responsible for resolving any such provider or carrier issues, nor for any associated costs, losses, or damages. You also agree that if you have any problems with the Services themselves, you will contact us directly. You agree to comply with any applicable terms and conditions, guidelines, or instructions found on our Web site.

B. ADDITIONAL DISCLOSURES REGARDING ONLINE ACCOUNT ACCESS

1. **Account Balance and Transaction Information.** You can use your computer to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.

C. ADDITIONAL DISCLOSURES REGARDING FUND TRANSFERS

1. **Transfers.** You may make transfers between your Eligible Accounts with us using the Online Banking Service. Eligible Accounts for the fund transfer service are: Regular Share Account, Share Draft Account, Christmas Share Account. Transfers cannot be made from term share (certificate) accounts.

Transfer requests which are received by us on or before the “cutoff hour” of 7:00 p.m. (Hawaii-Aleutian Standard Time) on business days will be posted that day. Transfer requests received after the cutoff hour or on a weekend or holiday may be deemed received as of the next business day. Transfers are limited to accounts with a similar ownership.

2. **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company (for example, the Social Security Administration), that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at 1-808-871-7705 and we will advise you whether or not the preauthorized deposit has been made.

D. ADDITIONAL DISCLOSURES REGARDING E-ALERTS

1. **General.** With e-Alerts, you can request and receive messages from us about your Eligible Accounts. The following are the Eligible Accounts for the e-Alerts Service: Regular Shares, Christmas Shares, Share Certificates, Share Draft, and Lines of Credit. These e-Alerts will be sent by us to you through email messages. To receive e-Alerts, you must be enrolled in the e-Alerts Service. To enroll, log into Virtual Branch at <https://www.netit.financial-net.com/kahuluifcu/cgi-bin/ebs>. Click on the “Self Service” tab. In the “Alerts” section, select the type of alert you wish to set up. During enrollment in the e-Alerts Service, you will be asked to establish the e-Alert parameters and delivery options using the e-Alerts service. You will receive e-Alerts after the enrollment process is complete. Each individual whom you wish to be authorized to receive e-Alerts about your account must be enrolled separately.

You understand and agree that the e-Alerts may not be encrypted and may include your name and information pertaining to your account(s). The Credit Union does not guarantee that e-Alerts will be delivered to you in a timely manner and you should not rely on the content of any e-Alerts or upon the e-Alerts Service. Receipt of e-Alerts may be delayed or prevented by circumstances affecting our computer equipment or Internet service provider, your computer equipment or Internet service provider, phone carriers, and other causes. You agree to indemnify, defend, and hold the Credit Union, our directors, officers, employees, agents, successors, and assigns harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees and expenses, arising out of or related to any non-delivery, delayed delivery, or inaccurately addressed delivery of any e-Alert; inaccurate content in any e-Alert; and/or your use or reliance upon the contents of any e-Alert for any purpose.

You or the Credit Union may suspend or terminate the e-Alerts Service at any time.

2. **Prompt Review of e-Alerts.** You must promptly review your e-Alerts. To report any error, unauthorized transaction, or other irregularity, follow the procedure described in Sections 12, 14, and 16 above. Any applicable time periods within which you must notify us of an error, unauthorized transaction, or other irregularity will begin as of the date that we provided notification to you that your e-Alert was ready to be viewed on our website or the date that we emailed the e-Alert to you, as applicable.

E. ADDITIONAL DISCLOSURES REGARDING MOBILE BANKING SERVICES

1. **Description of Services.** Mobile Banking is a personal financial information management service that allows you to receive account information, including account histories and balances, and make transfers between your accounts at the Credit Union via wireless application protocol (WAP); receive alerts (e.g., low balance alerts) via text messaging (short message service (SMS)); and any other services we may add to this description of Services from time to time, all on your Wireless Device using compatible and supported mobile phones and/or other compatible and supported wireless devices (collectively, including phones, “Wireless Devices”). You may select the type of alerts and establish other preferences using the service, which will determine, along with your account data, the frequency of alerts sent to you. Standard messaging charges apply. You may opt-out of this Service at any time.

Enrollment requires that you are a current user of our Online Banking Service and you must provide us with your mobile phone number. The mobile phone number is verified by sending you an SMS message with a verification code, which you must enter on our Web site.

We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Services. You agree and understand that the Services may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. The most current list of available Services is posted on this website which is accessed through the Credit Union's Online Banking system. When you register for the Services, the accounts you designate will be accessible to you through your Wireless Device.

2. **Use of Services.** You accept full responsibility for making sure that you understand how to access and use the Services before you actually do so and for using the Services in accordance with this Agreement. You also accept full responsibility for making sure that you know how to properly use your Wireless Device and the software ("Software") that enables you to access and use the Services. Regardless of any changes we may make in accessing or using the Services, you are responsible for making sure you that you understand how to access and use them. We will not be liable to you for any losses, costs, or damages caused by your failure to properly access or use the Services or your Wireless Device.
3. **Mobile Banking Software License.** You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable, and non-assignable license ("License") to download, install, and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) your termination of this Agreement in accordance with its provisions; (ii) your deletion of the Software from your Wireless Device; or (iii) our written notice to you of termination at anytime which we may give with or without cause. If this License is revoked for any reason, you agree to promptly delete the Software from your Wireless Device. The provisions of Sections A.21 and A.22 of this Agreement shall survive revocation of the License and/or termination of this Agreement.
4. **Questions?** If you have questions about the Mobile Banking Services, you may contact us at info@kahuluifcu.com or call (808) 871-7705 or send a text message with the word "HELP" to this number: 87431.
5. **Cancelling Mobile Banking Alerts.** To stop alerts from being sent to your Wireless Device, send a text message with the word "STOP" to this number: 87431. You will receive confirmation of your choice to opt-out. Afterwards, you will no longer receive future alerts on your Wireless Device.

By clicking "CONTINUE" or using the Services, you agree to the terms and conditions of this Agreement.