

**INTRODUCTION:** This ASBnet Online Banking Agreement & Disclosure Statement for Consumers and Sole Proprietors (this "Agreement") supplements, but does not replace, the Deposit Account Rules, the Deposit Account Disclosure and Fees, the Business Deposit Account Rules, Other Information applicable to your American Savings Bank ("American") deposit accounts, including your signature card, all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (together, the "Deposit's Agreements"), and the terms and conditions of any credit agreements applicable to your ASB loan accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (together, the "Credit Agreements," including but not limited to, the Preferred CreditLine Agreement and Disclosure, Equity Express Account Agreement, Visa Card Agreement, and Equity PowerLine Agreement). This Agreement and the Deposit's Agreements set forth your rights and responsibilities with respect to Our internet service ("ASBnet"). By enrolling and/or using ASBnet, or authorizing another to use the service, you agree to the terms and conditions of this Agreement. If you do not agree these terms and conditions, you may cancel the service by sending a Bank Mail through the Message Center or contact Us at 808-627-6900 (Oahu) or 1-800-272-2566 from the neighbor islands or mainland or by writing to Us at: American Savings Bank P.O. Box 2300; Honolulu, Hawaii 96804-2300; Attention: Branch Operations Department. Please note that you must cancel any pending bill payments or transfers prior to your request to cancel the service.

By using ASBnet to electronically direct Us to make payments to you, other individuals, businesses, merchants, professionals and/or other eligible third parties you designate (your "Payees") through Our bill payment or transfer service, you agree that you are authorizing Us to debit the amount of those payments from your Account and transfer the payments to your Payees on your behalf without your signature and without prior notice to you.

**ELECTRONIC DISCLOSURES:** You agree to receive disclosures and notices, about your Accounts and this service, electronically.

This agreement and disclosure statement governs and contains important disclosures required by applicable federal law about Our ASBnet service.

**DEFINITIONS:** In addition to those definitions contained within other sections of this Agreement, these terms have the following meanings:

**A. "Account" or "Accounts"** mean Deposit Accounts and loan accounts, including mortgage, personal loan, credit card, line of credit, overdraft line of credit accounts and any Business Credit Accounts (collectively called "Loan Accounts") you maintain with Us. From time to time, We may add or delete Deposit Accounts, Credit Accounts, Credit Card Accounts, and Business Credit Accounts that are eligible for use with the Services.

**B. "Business Days"** are Monday through Friday, except Federal holidays.

**C. "Business Credit Accounts"** are your American business revolving lines of credit and other business credit products that are issued to a Sole Proprietor and approved by Us for use with the Services from time to time.

**D. "Consumer"** is an individual who maintains deposits and loan Accounts and uses the Services for personal, family and household purposes.

**E. "Credit Accounts"** are your consumer installment loan, residential mortgage loan, and consumer Line of Credit Accounts. Business and/or personal revolving lines of credit accounts issued to a Sole Proprietor are collectively referred to in this Agreement as your "Line of Credit Accounts".

**F. "Credit Card Accounts"** are your personal and/or business credit card issued to a consumer or sole proprietor by American Savings Bank.

**G. "Deposit Accounts"** are your checking, savings, CD, and Individual Retirement Accounts.

**H. "Designated Accounts"** are all of your Deposit, Credit Accounts, Credit Card Accounts, and Business Credit Accounts that you have with Us when you request the Services, and any Deposit, Credit Accounts, Credit Card Accounts, and/or Business Credit Accounts you subsequently designate for use with the Services.

**I. "Electronic Fund Transfers"** are transfers, payments and deposits made by use of a Computer through the Services that affect your American savings and/or checking account and eligible revolving line of credit accounts.

**J. Your "Payment Account"** is any of your checking Accounts which you select to use to make a payment with the ASBnet Bill Pay Service.

**K. "Services"** are Our ASBnet, or ASBnet Bill Pay services, which are described later in this Agreement. It also includes, to the extent applicable, any additional features which We offer through the Services in the future.

**L. "Sole Proprietor"** is an individual, who owns and operates a business under his or her name or a trade name, and not as a partnership, limited liability company or other business entity, and reports income from the business for federal and state income tax purposes on his or her individual tax return under his or her personal **social security number**.

**M. "We", "Us", or "Our"** refer to American Savings Bank ("American") and the words "you" or "your" refer to the person(s) who are requesting, through ASBnet, access to the applicant's eligible deposit accounts, credit card accounts, mortgage loans, personal or business line of credit accounts, overdraft lines of credit accounts, and installment loans at American.

**N. "Payee"** is the merchant, financial institution, business entity or person you name and pay which is approved by American. Payees must be OFAC compliant. Your Payee must be in the United States and payments can only be in US Dollars. Payees can not be government agencies or entities.

**O. "Service Provider"** means any independent third party with whom We have now or hereafter contracted to provide you with ASBnet services. When We refer to ourselves, the reference will include a reference to Our Service Provider if We have delegated the particular function to a Service Provider.

**ASBNET SERVICES:** Subject to the terms and conditions of this Agreement, you may access ASBnet directly through Our website at [www.asbhawaii.com](http://www.asbhawaii.com) to use the following services:

**A. "Accounts"** allows you to view your balances, transactions and other information about your Accounts. More specifically, Online Banking allows you to (1) check the

balance of your deposit accounts, (2) confirm deposits and withdrawals posted to your American checking and savings accounts, (3) retrieve a history of your account transactions (4) obtain personal, mortgage, Preferred CreditLine, credit card, Equity Express, Equity PowerLine, Business ProTeCLine, and Business PowerLine loan balances (5) place stop payments on checks and review stop payment history (6) place check reorders (7) allows you to manage your personal finances by obtaining personal financial reports or by downloading information from your accounts to Microsoft® Money or Intuit® Quicken®.

**a.** You may use ASBnet to review transaction information starting with those reflected on your last statement up through your most recent checking and savings transactions. For Account balances, the date for which the balance is current will be shown. Note, however, that amounts reflected as deposit Account balances will be provisional and subject to reversal if recent deposits have not been finally collected from the institution upon which the deposited item is drawn.

**B. "Transfers"** allow you to schedule one-time or reoccurring transfers of funds between your Accounts and review pending transfers. Transfers to Loan Accounts will be received as payments.

**a.** You may transfer funds between certain Accounts, as long as, you have sufficient funds available to complete the transfer. Transfers may not be completed if you do not have sufficient funds in your Account to do so, or the funds in your Account are subject to a hold on the funds pursuant to Our current hold policy. If you attempt to transfer funds from your checking account which would result in an overdraft on your checking account, the transfer may be completed if you have an appropriate account with savings overdraft or an overdraft line of credit account and the transfer would not result in your exceeding your Savings balance or your available overdraft line of credit limit. You understand and agree that transfers from your Accounts are subject to any minimum draw and all of the transfer restrictions, if any, included in the agreements for your Accounts. In addition, you may not transfer funds from your savings accounts which are secured as collateral for loans you have with Us or a third-party.

**C. "Message Center"** allows you to send to and receive messages from us.

**a.** We will not monitor Our e-mail or Bank Mail system continuously. Consequently, your messages to Us may not be read for several hours or until the following Business Day. Therefore, you should not rely on e-mail or Bank Mail if you need Our immediate attention. In such cases, call Us at 627-6900 (Oahu) or 1-800-272-2566 (mainland and Neighbor Islands). For example, if you need to stop payment on a paper check, to report a stolen or stolen card, or to report an unauthorized transaction from one of your Accounts, you should call Us to ensure prompt action on your request. We will not take action based on your e-mail or Bank Mail requests until We actually receive and read your message and have a reasonable opportunity to act on it.

**D. "Bill Payment"** allows you to pay current, future, and recurring bills from any of your American Savings Bank checking accounts.

**a.** Once enrolled in Online Bill Payment, you must establish each payee by entering all required payee information. We will not be responsible for payments if the information is entered incorrectly or incomplete. After setting up your payees, you may schedule payments. It is important to carefully consider the payment date. Payments must be scheduled a minimum of 5 business days prior to the payment due date, excluding any grace period.

**b.** There is no limit as to the number of payments you are allowed to make. You can use your bill payment service to pay up to 10,000 Payees. You can make payments to any Payee in the United States approved by American Savings Bank that agrees to receive payment from the Bill Payment Service. You can make multiple payments to a Payee, however, the payment amounts may not be the same for the same day. The minimum payment you are allowed to make to any Payee is \$5.00 and the maximum payment is \$14,999.99 per transaction (aggregate of \$100,000 per day).

**c.** Any check issued to your Payee will contain a void date which is 90 days from the date the check is issued. After the period of time it takes to determine that the check has not been cashed, which may be as long as 45 days after the void date, We will cancel the original check and recredit your account with the amount of your payment and inform you of this recrediting by telephone, by mail, or by e-mail.

**d.** The bill payment process can take from 3 to 10 business days depending on the date and time that a transaction was initiated, the method of payment to the payee, and the length of time the payee takes to post the payment once the payee has received it. If you request the payment between 3:00 p.m. HST and 4 p.m. HST (depending on daylight savings time), the payment will be mailed on the next business day. Payments requested after 3:00 p.m. HST or 4 p.m. HST (depending on daylight savings time) will be mailed on the second business day after the day of your request. You must allow sufficient time for your payments to be received by your Payees. Payments must be scheduled a minimum of five (5) business days prior to the payment due date excluding any grace period.

We will not be responsible for loss or fees if the payment date is not at least five (5) business days prior to the payment due date excluding any grace period. Our responsibility to make a payment ends when the payment has been mailed or delivered to your Payee. Payments are processed only on business days.

**e.** Notwithstanding anything to the contrary in the Agreement, American shall be responsible to pay any late charges, up to \$50.00 per incident, actually incurred by You and reimbursed to You for the following reasons: 1) Lost payment, 2) Payment not sent as scheduled, 3) Payment sent to a location other than the Payee specified by You or 4) We are able to substantiate the late fee or penalty was due to Bill Payment Processing. In addition, We will only be responsible for late fees or penalties incurred for a single incident and We will NOT be responsible for late fees or penalties incurred due to previous late payments or previously outstanding payments.

We will NOT be responsible if 1) You fail to maintain Your Payee information, 2) You schedule the payment incorrectly or fail to complete the payment process, 3) If Your computer is not functioning properly, 4) if You cancel or stop the payment, 5) if You fail to schedule the payment a minimum of five (5) business days prior to the payment due date excluding any grace period, 6) If We stop the payment because You do not have sufficient/available funds or if your account is not in good standing, 7) If Your Payee is not a Payee approved by American Savings Bank or if your Payee does not agree to receive payments from Our Bill Payment service or, 8) if your payee fails to credit You

and We have evidence that the payment was received by the Payee in a timely manner.

**f.** All Payees must be approved by Us. All Payees must be OFAC compliant. Your Payee must be in the United States and payment can only be made in US dollars. No Government payments are allowed including (but not limited to) court, taxes, child support, alimony, etc.

**g.** If You may make payments to American Savings Bank by using the bill payment service, only the bill payment service rules apply to these payments and not the rest of the Electronic transfer rules. There may be a delay in payment of 2 to 3 days. You may be charged a fee for payments made to American Savings Bank through the bill payment service.

**h.** You will be charged a fee for insufficient funds when a request for payment is rejected because there are not enough available funds to pay it. We may process your payment even if you do not have funds to cover the payment. If We do, a hold will be placed on your bill payment account until the debt is satisfied and Your bill payment service will be blocked. At any time, We may at Our sole discretion close your bill payment service due to insufficient funds or if your Account is not in good standing. Also, We are not responsible for any loss, fees or charges which you are required to pay because you did not have enough money in your account to make a payment as requested.

**i.** If a payment is returned by your Payee because it needs more information in order to correctly credit you, We will give them the information, if We have it, and return the check to the Payee. However, if your payment is returned by your Payee for other reasons, We will notify you and the amount returned will be credited to your Account. If this happens, you will be responsible to make any payments. We will not be responsible for any loss, fees or charges you must pay because of the returned payment.

**j.** If you want to change or cancel a payment, you must change or cancel your payment online by 3:00 p.m. HST or 4:00 p.m. HST (depending on daylight savings time) on the date the payment is scheduled to prevent your payment request from being processed. You can NOT use the online bill payment service to change or cancel your payment after 3 p.m. HST or 4 p.m. HST (depending on daylight savings time) on the payment date. However, You can call Us at 1-877-285-0038 and We will attempt to stop the payment. If We cancel or stop a payment for you, We will charge you the stop payment fee listed in the fee schedule.

**k.** You give Us your permission to obtain information from Payees, and permission for Payees to give Us such information, which is needed to open and use your bill payment service. These Payees may correct Us if We have the wrong information. This permission ends when you close your bill payment service, except it shall continue for your transactions that you started but were not completed at the time you closed your service.

**l.** You can end your bill payment at any time by deleting all pending and scheduled payments, and by sending a Bank Mail using the Message Center in ASBnet to terminate the bill payment services.

**E. "Customer Service"** tab allows you to customize your online banking experience by allowing you to change your online banking level of access, email address, User ID, password, alerts, and forgotten password questions and answers. In addition, you will also be able to obtain additional information about Our ASBnet online banking service and Privacy Statement.

**F. "Credit Card Payments"** allows you to schedule one-time or reoccurring payments to American credit cards from your American Savings Bank checking or savings account and review pending credit card payments.

**G. "User Reports"** allows you to create customized financial management reports on your American accounts.

You understand that ASBnet online banking is an electronic banking and information delivery service, which is linked to and maintained by the Service Providers. You authorize American to transmit to the Service Providers all financial data and information in American's possession about you in order to provide the ASBnet personal banking services you use.

**EQUIPMENT REQUIREMENTS:** Online Banking has been optimized to run on a platform that meets the following minimum system requirements:

**HARDWARE** — PC computer equipped with: 133 MHz processor, 64 MB of memory, 56k modem, and 800 x 600 screen resolution.

**SOFTWARE** — Web browser with 128-bit SSL Encryption.

American Savings Bank recommends the use of the latest commercially accepted browser versions offered. The following browsers are currently supported:

Operating System	Microsoft® Internet Explorer (IE) Browser	AOL® Browser	Macintosh® Browser	Firefox® Browser	Camino® Browser
Windows 2000	6.0, 6.0 SP1*	8.0, 9.0 SE		1.0, 1.5, 2.0	
Windows XP SP2	7.0, 6.0, 6.0 SP1*	8.0, 9.0 SE		1.0, 1.5, 2.0	
Windows Vista	7.0	9.0 SE		2.0	
Mac OS X 10.2		AOL for Mac OS X	N/A	2.0	1.0
Mac OS X 10.3 (Panther®)		AOL for Mac OS X	Safari™ 1.2x, 1.3	1.0, 1.5, 2.0	1.0, 1.5.1
Mac OS X 10.4 (Tiger™)		AOL for Mac OS X	Safari 2.0**	1.0, 1.5, 2.0	1.0, 1.5.1

\*Supported for Windows 2000 SP4 only. \*\*Supported for Mac OS X 10.4 only

**SENDING US E-MAIL:** We will not monitor Our e-mail system continuously. Consequently, your messages to Us may not be read for several hours or until the following Business Day. Therefore, you should not rely on e-mail if you need Our immediate attention. In such cases, call Us at 627-6900 (Oahu) or 1-800-272-2566 (Mainland and Neighbor Islands). For example, if you need to stop payment on a paper check, to report a stolen or stolen card, or to report an unauthorized transaction from one of your Accounts, you should call Us to ensure prompt action on your request. We will not take action based on your e-mail requests until We actually receive and read your message and have a reasonable opportunity to act on it.

**FEES:** Once you have enrolled, you will be charged a monthly fee as described below, whether or not you use Online Banking during the month unless, before the beginning of your cycle date, you cancel your service. (If joint accountholders enroll separately in Online Banking, each is considered a separate Online Banking user and each will be assessed the applicable monthly fee.) Monthly fees, if any, will be deducted from your checking account that you identify as your bill payment account. Should your checking account be overdrawn or have insufficient funds to cover the monthly fee, We still charge your checking account for the fee and add a special handling charge, or We may deduct it from any other deposit account you have with Us.

Function	Services	Cost
<b>Online Banking</b>	<ul style="list-style-type: none"> <li>■ View account balances and transactions</li> <li>■ Transfer between American accounts<sup>1</sup></li> <li>■ Re-order checks (personal only)</li> <li>■ Make stop payments</li> <li>■ Schedule transfers</li> <li>■ Download information to financial software</li> <li>■ View extended history</li> </ul>	Free
<b>Online Bill Payment<sup>2</sup></b>	<ul style="list-style-type: none"> <li>■ Make a single or recurring payment to anyone with a U.S. address</li> <li>■ Schedule payments up to 365 days in advance</li> <li>■ Review, change and cancel payments</li> </ul>	FREE trial period for the first two months, then one of the following monthly fees will apply:  FREE - Maintain an ASB Free Checking <sup>SM</sup> account, direct deposit <sup>3</sup> to a Preferred Checking account, I-Plan <sup>SM</sup> Level ii or Level iii account, or BizFREE Checking <sup>SM</sup> account  FREE - Maintain an average monthly balance of \$5,000 or more in your bill payment account  \$4.85 - Maintain an average monthly balance of \$1,000 - \$4,999 in your bill payment account  \$5.85 - Maintain an average monthly balance of less than \$1,000 in your bill payment account

1. To set up transfers, communicate with American Savings Bank via a secured message. A) Log in to Online Banking. B) Click the "Customer Service" tab. C) Click the "Contact us" link. D) In the "Message" box, enter the accounts you would like to transfer between. E) Then, click "Send message." Our Customer Service team will contact you regarding the status.
2. Use of online bill payment is subject to approval.
3. Government or payroll direct deposit required. Must be made to online bill payment checking account.

There are no transaction or payment fees. Fees for using ASBnet are in addition to the standard charges for your Accounts, stop payment fees, fees to produce copies of a check and check reorder fees apply without regard to ASBnet charges. These charges have been separately disclosed to you.

**INTERNAL TRANSFER CUTOFF TIMES:** Internal transfers occurring before 10:00 p.m. (HST) will be processed that day; when Daylight Savings Time is not in effect the cutoff time will be 11:00 p.m. (HST). Transactions received after these cutoff times will be processed the next business day.

**INACTIVE ACCOUNTS:** If you do not login to this service for 90 days or more, you may be denied access to this service and may need to re-enroll.

**RELATIONSHIP OF THIS AGREEMENT TO YOUR ACCOUNT AGREEMENTS:**

A. ENTIRE AGREEMENT. This Agreement, along with the agreements for your Accounts (the "Account Agreements"), including but not limited to Our current Check Hold Policy and Fee Schedule, as well as Applications and any other terms and conditions referenced in this Agreement constitute the complete and exclusive agreement between you and Us related to Electronic Fund Transfers using the Cards and the Services.

**SOLE PROPRIETOR USE ONLY:** A. Additional Provisions Applicable to Sole Proprietors

1. **OUR LIMITATION OF LIABILITY.** If you are a Sole Proprietor and you use a business checking and/or business savings Account as a Designated Account, Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, We will not be liable for any consequential, indirect or special damage that you incur in connection with your transfers and Bill Pay payments you make through the Services, even if We are aware of the possibility for such damages. We will not be liable for any failure or delay in processing a transfer or Bill Pay payment which occurs, directly or indirectly, as a result of any strike or labor dispute, interruption of communication facilities, computer or equipment failure, fire, flood, war, riot, emergency condition, the actions or omissions of third parties, or any cause which is beyond Our reasonable control. You agree that (a) We may refuse to process or delay processing any transfer or Bill Pay payment if the transfer or Bill Pay payment would violate any guideline, rule, policy, law or regulation of any government authority or funds transfer system, and (b) that you will not use this service or the Account for personal, family, or household purposes.

2. **INDEMNIFICATION.** With respect to all claims of third parties, you agree to reimburse and indemnify Us or, and hold Us harmless against any loss, liability, claim or controversy of any kind arising out of or in connection with the performance by Us of Our duties and obligations under this Agreement, as well as the costs and expenses (including but not limited to reasonable attorneys' fees), of defending against any claim or liability arising out of or relating to this Agreement; provided, however, that your responsibility to reimburse and indemnify Us shall not apply when We have failed to act in accordance with the reasonable commercial standards of the banking industry.

This agreement is effective July 21, 2008, and is subject to change. Please visit asbhawaii.com for the latest terms.