

# ONLINE BANKING AGREEMENT AND DISCLOSURE – CONSUMER

PLEASE PRINT AND SAVE

## 1. INTRODUCTION

This Online Banking Agreement and Disclosure – Consumer (“Agreement”) explains your rights and responsibilities when enrolling in and using American Savings Bank’s online and mobile banking service (“Online Banking”).

**Please read this Agreement carefully.** If you have a printer, you should print a copy of this Agreement for your future reference. If you do not have a printer, you may obtain a copy by contacting us at the telephone numbers or address in Section 2.

Other agreements you have entered into with us, including the Personal Deposit Account Terms and Conditions (including the Personal Deposit Account Rules and Personal Deposit Account Disclosures and Fees) and the Business Deposit Account Terms and Conditions (including the Business Deposit Account Rules and Business Deposit Account Disclosures and Fees), loan agreements, and other agreements and disclosures governing your ASB account(s), are incorporated by reference and made a part of this Agreement. If there is a conflict between any of these documents, this Agreement shall take precedence regarding Online Banking services and transactions.

From time to time, we may add services, change the terms and provisions of this Agreement and the Online Banking services, including but not limited to, the amount of the fees described in this Agreement, by e-mailing a notice to you and/or posting the change on Online Banking. Your continued use of the services indicates your acceptance of changes to the terms of this Agreement.

We reserve the right, in our sole discretion, to block accounts or your access to Online Banking, refuse enrollment, or terminate your use of Online Banking services for any reason at any time. In addition, your Online Banking access may be cancelled if it is not used for 90 or more consecutive calendar days. You may have to enroll in Online Banking again to use the service. If there are any scheduled transfers or payments, we will not cancel your Online Banking service until such transfers or payments are completed.

## 2. HOW TO REACH US

To contact us, please call the Customer Banking Center at (808) 627-6900 or toll free at (800) 272-2566. If you require the use of a telephone for the hearing impaired (TDD), dial (808) 627-6770 or toll free at (800) 871-4357. Or write us at American Savings Bank, P.O. Box 2300, Honolulu, HI 96804-2300. Or send us a secured message via Online Banking.



asbhawaii.com



If you believe that your access has been compromised (i.e., your login and/or password has been lost or stolen, or someone has electronically transferred or may electronically transfer money from your account without your permission), you must tell us immediately by telephone or in writing using the contact information in this section. You can also contact us if you have any questions about the services.

### **3. ELECTRONIC DISCLOSURES**

By completing your enrollment in Online Banking, you demonstrate your ability to receive documents electronically from us and agree to and accept the terms of this Agreement. Documents that you agree to receive electronically include, but are not limited to: disclosures required by federal law (such as periodic statements, notices of change, account disclosures), and notices about your ASB deposit and loan accounts, and the Online Banking services.

If you do not agree to the terms and conditions of this Agreement, are unable to view Online Banking or receive documents electronically, including e-statements, from your computer or personal Device, or you decide that you do not want these electronic services, do not complete the enrollment process. If you are already enrolled, you may stop the Online Banking service by contacting us at the telephone numbers or address in Section 2.

**How to Get Documents on Paper.** You may obtain a paper copy of any of the records we provide electronically by printing them directly from the electronic document we send you or by contacting us at the telephone numbers or address in Section 2. We may charge you a fee for providing you with copies of account statements that you agreed to receive electronically, as disclosed in the separate Personal Deposit Account Terms and Conditions or Business Deposit Account Terms and Conditions we provided to you for your account.

**System and Hardware Requirements For Computers and For Accessing Electronic Documents.** To access Online Banking and receive electronic documents, you will need a computer, Internet service provider, browser and the ability to download or print PDF documents. Minimum hardware requirements include a personal computer equipped with at least: 1-GHz processor; 1 GB of memory (RAM) and a screen display with at least 1300-pixel width. Minimum software requirements include: Windows Vista Service Pack (SP) 2, Microsoft Windows 7/8/10; Mac® Users – Mac OS X and later. Minimum Internet service provider requirements include: Cable, Digital Subscriber Line (DSL), or Integrated Services for Digital Network (ISDN) Internet connection. (Dial –up connections are not supported.) Note: Satellite connections often have difficulty supporting encrypted, Hypertext Transfer Protocol Secure (HTTPS) applications and may exhibit slow responses. Minimum browser requirements include: Google Chrome™ 52 and later, Microsoft Internet Explorer 11 and later, Mozilla® Firefox™ 46 and later; Mac Users – Safari 9® on Mac OS X 10.8 and later. JavaScript is required. Cookies are



asbhawaii.com



required. Online Banking services are only accessible via the browsers listed above. Browsers must support Secure Sockets Layer technology and 128-bit encryption. Note: Microsoft stopped supporting Windows XP and XP compatible Internet Explorer (IE) in April 2014, including security updates. XP users who do not upgrade their operating systems should replace IE with Google Chrome™ for an up-to-date, secure Internet browser. See Section 6 for Online Banking Mobile banking system requirements.

#### 4. DEFINITIONS

To make this Agreement easier to read, we've provided explanations for the following words and phrases.

“**App**” is the downloaded software available for selected Devices to be used to access Online Banking through our Mobile Banking Service.

“**Business Days**” are Monday through Friday, except U.S. federal holidays.

“**Consumer**” is an individual who maintains account(s) and uses the services for personal, family and household purposes.

“**Electronic Fund Transfers**” are transfers, payments and deposits made by use of a computer or Device through the services that affect your ASB savings and/or checking account.

“**Mobile Banking Services**” are a subset of Online Banking services that may be accessed from your Device through an internet browser or the App.

“**Mobile Deposit Service**” allows you to make deposits to your accounts using your Device by capturing images of checks and delivering the images and associated deposit information to us.

“**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 social security number.

“**we**”, “**us**”, “**our**” and “**ASB**” refer to American Savings Bank.

“**you**” and “**your**” refer to everyone who owns or is authorized to transact on an Account.

#### 5. Online Banking

**A. FEATURES.** You may use a computer or Device to enroll and access Online Banking to do some or all of the following:

- View your checking, savings, loan, Certificate of Deposit (CD) and Individual Retirement Account (IRA) account balances
- View recent account activity
- Review and print transaction registers and statements for your deposit accounts
- Confirm deposits and withdrawals posted to your deposit accounts
- Transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments)
- Make payments from your checking and savings accounts to certain loan accounts



asbhawaii.com



- Make check deposits to your checking or savings accounts using the camera on your mobile phone and/or tablet using the App
- Obtain advances from your eligible line of credit accounts and deposit them into your checking or savings accounts
- Download the transaction history for your accounts
- Receive alerts
- Order checks
- Ask us questions about Online Banking using our secured Message Center
- Request a stop payment for a check you wrote on your checking account
- View your account statements online
- Schedule payments from your checking account to payees
- Transfer funds from and to your deposit accounts from Authorized External accounts
- Send funds to a Recipient
- If you enroll in the Bill Pay Service you may schedule and make bill payments from your checking account(s) to us and your payees. Please see the fee schedule for fees that apply
- Locate ASB branches and ATMs using the GPS functionality of your smartphone and/or tablet. In addition, you may also perform any additional procedures and access any additional services added to Online Banking in the future.

**B. PASSWORD AND SECURITY.** You agree not to give or make available your password or other means to access Online Banking to anyone. You are responsible for all payments and transfers you authorize using Online Banking. If you permit other persons to use Online Banking or your password or other means to access your account, you are responsible for any transactions they authorize.

**If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use your Online Banking without your consent or has transferred money without your permission, you must notify us at once by contacting us at the telephone numbers or address listed in Section 2.**

**C. E-MAIL.** You may send your non-account related questions about Online Banking to us at the e-mail address displayed on asbhawaii.com or by using our secured Message Center in Online Banking. E-mail is generated and received using the software on your computer, and is not automatically encrypted or secured by us. E-mail should not be used (i) if you have questions about your Electronic Fund Transfers or account(s), (ii) to initiate an Electronic Fund Transfer, (iii) if you discover an account error, or (iv) if you discover an



asbhawaii.com



unauthorized transaction. In those situations, contact us at the address or telephone numbers listed in Section 2.

**IT IS VERY IMPORTANT THAT YOU KEEP YOUR E-MAIL ADDRESS UP-TO-DATE, BECAUSE E-MAIL IS THE PRIMARY NOTIFICATION METHOD USED FOR ONLINE BANKING.** You acknowledge and agree that any notification sent to your e-mail address on file with us constitutes delivery of such notification regardless of whether you actually receive it or not.

Please note: Although ASB uses e-mail to send customer notices about enhancements and other important information, we will never send an e-mail asking you to confirm personal information, such as passwords, account numbers, PINs or social security numbers. If at any time you receive an e-mail that you feel is questionable, please contact us at the telephone numbers or address in Section 2.

- D. DELIVERY OF NEW DOCUMENTS.** It is your responsibility to periodically log-on to Online Banking and check the Messages tab for the delivery of new documents. You should open and read your documents. Promptly notify ASB if any documents are not accessible or are incomplete or unreadable. You represent that you have the equipment to receive documents online.
- E. ONLINE BANKING NOT AVAILABLE FOR SECURITIES TRADING.** You may not transfer funds from your deposit and loan accounts to your investment accounts maintained at Cetera Financial Services, or use Online Banking to liquidate securities and/or mutual fund shares held in those investment accounts and transfer the proceeds to your deposit and loan accounts.
- F. ONLINE BANKING LIMITATION OF LIABILITY.** Except as otherwise expressly provided for in this Agreement or by applicable law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary economic or otherwise, caused by Online Banking or the use of Online Banking. This specifically includes such losses arising in any way out of the installation, use or maintenance of software on your computer or Device; the hardware; the availability or quality of your phone or internet connection to Online Banking; interception of data between your computer or Device and Online Banking; or otherwise caused by any software, hardware or telecommunications service providers or their agents or subcontractors. We are not responsible for any home banking, personal financial management software, account aggregation services, or other products or services which you use with Online Banking data unless we provide them to you. We also are not responsible for any damage to your computer or Device, software, modem, phone or other property resulting from your installation, use or maintenance of hardware or software, or



asbhawaii.com



from viruses, worms, Trojan horses, malware, spyware, or other harmful components that may enter your computer from your connection to the Internet.

## 6. ONLINE BANKING MOBILE BANKING

**A. SYSTEM REQUIREMENTS.** Minimum operating system requirements include: iOS 8 and later for Apple Devices, and 4.0.3 and later for Android™ Devices. Minimum camera resolution compatibility: 5 megapixels. 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 Mobile Banking Services. Mobile Banking Services are only accessible via the browsers listed in the System and Hardware Requirements Section 3.

**B. YOUR WIRELESS CARRIER/TEXT MESSAGING CHARGES.** Charges may be assessed by your wireless carrier for text messages sent to or received from ASB. You are responsible for any fees or other charges that your service or wireless carrier may charge for your Device or any related data or message services, including without limitation for short message service.

**C. ADDITIONAL LIMITATIONS.** We do not guaranty the functionality of the Mobile Banking Services on all mobile Devices, communication networks and/or geographic areas at all times. Mobile Banking Services may be temporarily unavailable during regular or emergency system maintenance or due to conditions beyond our control. In no event will we be liable to you for unavailability of/or your inability to access Mobile Banking Services.

**D. MOBILE DEPOSIT SERVICE.** When you access Online Banking using the App, you can deposit original personal, business, cashier's, travelers and US government checks, and US money orders payable solely to you ("Checks") to an account by capturing images of the Checks and then transmitting those images and other data to us electronically subject to the limitations contained in this Agreement. The Checks will then be processed electronically. You agree to only deposit Checks payable solely to you as permitted by this Agreement. We may elect, at our discretion, to verify the authenticity or content of any transmission by placing a call to any owner or authorized signer but are not required to. We may deny access to the Mobile Deposit Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Mobile Deposit Service or if we believe such action is necessary for security reasons. You agree to be responsible for any transmission or transaction we receive through the Mobile Deposit Service, even if it is not authorized by you.

**1. USING THE SERVICE.** You agree to: (i) install any equipment and/or implement any changes or upgrades to the equipment that we may require; (ii) follow our instructions for capturing and transmitting Check images and



asbhawaii.com



other information to us; (iii) endorse all Checks that you transmit to us through this service with, "For ASB Mobile Deposit Only"; (iv) view each Check as it is scanned to ensure that the images (front and back) are being captured properly; (v) retain original Checks until you have received notification that your deposit is approved and processed; (vi) after receiving the approved and processed notification, either destroy the original Checks by shredding them or conspicuously and indelibly marking the front of the Checks as "Void".

**Once we confirm our receipt of Check information, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others. You agree to store or destroy original Checks and any copies of such Checks in a way that others cannot gain access to them.**

- 2. CERTAIN CHECKS NOT PERMITTED.** You may not use the service to deposit:
- a. Checks payable to others (even if endorsed over to you);
  - b. Demand drafts or remotely created checks (i.e., checks lacking the original signature of the person authorizing the check);
  - c. Substitute checks (i.e., the front and back of paper checks created from an electronic image) and checks that are not printed with the maker's information. A "substitute check" is a representation of the front and back of a check that includes the following on the front of the document: "This is a legal copy of your check. You can use it the same way you would use the original check";
  - d. Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
  - e. Checks that have previously been returned unpaid for any reason;
  - f. Checks that are postdated or more than 6 months old;
  - g. Checks drawn on a foreign bank or payable in a foreign currency;
  - h. Checks payable to "Cash";
  - i. Checks drawn on the account into which the check is being deposited;
  - j. Registered government warrants;
  - k. Checks you suspect may be fraudulent or not properly authorized; or
  - l. Checks that exceed the maximum daily aggregate limit set forth below.

Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. We reserve the right to modify the types of Checks acceptable for this service at any time without prior notice. We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we



Member FDIC

asbhawaii.com



AMERICAN  
Savings Bank

receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason.

We may also change the amount of your deposit to the legal amount of the Check.

3. **YOUR REPRESENTATIONS.** You represent and warrant the following with respect to each Check that you transmit through the Mobile Deposit Service:
  - i. You have the legal right to deposit and negotiate the Check, regardless of the name of the payee shown on the Check.
  - ii. You are the holder of the Check and the person entitled to enforce it.
  - iii. The images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission.
  - iv. You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another bank from capturing or processing such information.
  - v. You make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us. For example, you warrant that the Check has not been altered and you have a right to enforce the Check.
  - vi. You make all encoding, transfer, presentment and other warranties that we or any correspondent bank we use are deemed by law to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party.
  - vii. No Check will be presented for deposit or payment more than once.
  - viii. The Check is not prohibited (see Section 6).
  - ix. You will only use the service for lawful purposes and in compliance with applicable law.
  - x. You will not submit files containing malicious code.
  
4. **AVAILABILITY OF CHECKS DEPOSITED USING THE SERVICE.** If you deposit a check using the Mobile Deposit Service before 6:00 p.m. HST on a business day, the amount of the check or \$200 (whichever is less) will be made immediately available for you to use. The remainder of your deposit may be available as early as the business day following the business day of your deposit. Your deposit is subject to verification, and we may not make the funds available for you to use until we complete our verification. If we cannot verify your check, we will reverse the deposit from your account. We will notify you by U.S. Mail if we decide to delay your use of the deposited funds or decide not to accept your check for deposit. Before using funds that you deposit through Mobile Banking Services, you should confirm that your



Member FDIC

asbhawaii.com



AMERICAN  
Savings Bank



deposit has been credited to your account or is available for you to use by reviewing your account. Once you confirm that your deposit has been processed, you should write "Void" or "Electronically Deposited" on your check. You may not deposit this check again anywhere.

5. **FEES/CHARGES.** You are solely responsible for the cost of any network connection fees, communication lines and other charges payable to third parties.
6. **LIMITS.** Deposit limits vary for each customer. We reserve the right to impose limits on the amount and number of deposits you can make using the Mobile Banking Service. We also reserve the right to modify those limits at our discretion without notifying you of the change. For more information about your specific limits, please contact us at (808) 627- 6900 or toll-free (800) 272-2566.
7. **LIMITATION OF LIABILITY.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Mobile Deposit Service. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:
  - your actions or omissions, or those of third parties who are not within our immediate and reasonable control;
  - your negligence or breach of any agreement with us;
  - any ambiguity, inaccuracy or omission in any information provided to us;
  - any error, failure or delay in the transmission or delivery of data, records or Checks due to a breakdown in any computer or communications facility;
  - accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God;
  - causes beyond our reasonable control;
  - our inability to confirm to our satisfaction the authority of any person to act on your behalf;
  - your failure to provide us with complete and correct Check images and data in accordance with this Agreement and our service instructions;
  - the return of any Check by the institution upon which it is drawn;
  - the unavailability of the service for any reason;
  - any information that is lost, intercepted or destroyed during its transmission to us; or
  - limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines.



Member FDIC

asbhawaii.com



**AMERICAN**  
Savings Bank

If the Mobile Deposit Service becomes unavailable, please contact us for alternative deposit options.

Our aggregate liability to you for claims relating to the Mobile Deposit Service, whether for breach, negligence, infringement, in tort or otherwise, and arising during any twelve-month period shall be limited to an amount equal to the total fees/charges paid by you for the Mobile Deposit Service during such twelve-month period. We will not be responsible under any circumstances or under any legal theory for special, indirect, or consequential damages, including (without limitation) any loss of profits, opportunity or good will, which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages.

Any claim, action or proceeding by you to enforce any term hereunder or to recover for any Mobile Deposit Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Mobile Deposit Service. You acknowledge that our Mobile Deposit Service fees/charges have been established in contemplation of: these limitations on our liability; your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and your agreement to assist us in any loss recovery effort.

8. **NOTICES.** You agree to notify us immediately if you discover: (i) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (ii) unauthorized transactions involving any account; (iii) a breach in the confidentiality of any password; or (iv) other problems related to the service. Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, email or mailing address shown for you in our deposit or service records. Notices to us must be sent to the address in Section 2.

## 7. TEXT BANKING SERVICE

Enrolling in Text Banking Service allows you to request certain information for your Online Banking accounts through text messaging. Save this number to your contacts 226563 (BANKME). Once you have registered a Device for Mobile Banking Service you may text "List" to 226563 for a list of commands. Balances provided may not include recent or pending transactions that have not yet been posted to your accounts. For



Member FDIC

asbhawaii.com



**AMERICAN**  
Savings Bank

help, text "HELP" to 226563. To opt out of the Text Banking Service, text "STOP" to 226563 at any time. Message and data rates may apply.

## 8. eSTATEMENTS

When you choose to use our eStatement service:

- You agree to receive the account statements you designate by electronic delivery and in electronic form.
- You confirm that you are able to access, print, and/or save all of the information provided to you in electronic form. eStatements will be provided in Portable Document Format (PDF) and require Adobe Acrobat Reader (free to download). Your confirmation applies regardless of whether you elect to use your own personal computer or any other computer.
- Your consent will be effective for as long as you use the eStatement service for the account(s) you designate. You may unsubscribe at any time through Online Banking or by contacting us at the telephone numbers or address listed in Section 2.
- You agree to examine and view eStatement(s) in a timely manner. If there is a delay or failure in the delivery of the statement or there is an error, irregularity, discrepancies, or unauthorized debits or items appearing in the statement(s), you must notify us no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. If you fail to do so, you may become responsible for the losses resulting from the untimely notification.
- You are responsible for accessing, opening, and reading any accompanying legal notices/disclosures in a timely manner. These documents contain important and legally binding information and disclosures. You are responsible for promptly notifying ASB if any documents you receive are incomplete, unreadable, inaccessible, or contain errors. eStatements will be available at the same frequency (cycle) as the statements that were previously mailed. We will use the e-mail address you have provided to notify you when your eStatement is available.

When you first choose to receive eStatements, you will receive your current cycle's paper or CD-ROM statement (if applicable) as well as an eStatement. Beginning the next cycle, you will NOT receive a paper or CD-ROM statement by postal mail. You will receive only eStatements. Any applicable fees related to paper or CD-ROM statements will be discontinued effective with the statement cycle following enrollment.

For accounts with multiple accountholders, only the eStatement will be provided as long as one of the account holders continues to opt for eStatements. If you or the joint owner on the account would like a paper copy of a statement and/or cancelled check(s), please contact us. You will be assessed the standard service fees for this request.

## 9. Online Banking TRANSFERS.



asbhawaii.com



Transfers that you make between your accounts or send to third parties using Online Banking are covered by this section. You can transfer money between your accounts only if you have enough money to pay for the entire transaction. If there is not enough money, the transfer will not be completed. If you try to make a transfer from your checking account that would cause an overdraft, the transfer may be completed if your checking account is linked to your savings account for overdraft protection or you have an overdraft protection line of credit account. You must have enough available balance in your savings account to your overdraft protection line of credit limit. There may be limitations on which accounts you are allowed to make transfers between. Transfers are limited by the restrictions disclosed in the Personal Deposit Account Terms and Conditions. You cannot transfer funds to or from savings accounts held as collateral and accounts that are in dormant or inactive status. A transfer between ASB accounts (with the exception of mortgage accounts) will be processed immediately. Transfers to loans will be treated as payments. Transfers from eligible loan accounts will be processed immediately and the applicable interest charges as stated in your loan agreement will apply immediately.

See Section 11 for additional information.

**A. INTERNAL TRANSFERS.** You may make transfers, payments and deposits from and between your ASB savings and/or checking accounts or to pay your loans with us.

**B. EXTERNAL TRANSFERS**

**1. AUTHORIZED EXTERNAL ACCOUNTS.** Your “Authorized External Accounts” are your accounts at Authorized Financial Institutions in the United States from which you are authorized to access and have verified ownership through the Online Banking service. Transfers are made on the date that you schedule the transfer to be made (“Transfer Date”) for one-time transfer (“One-Time Transfer”) or beginning on the date you schedule the transfers to begin (“Start Date”) for recurring transfers (“Recurring Transfers”). Transfers may fail if the maximum allowable limit for the day or the month are exceeded or if there are insufficient funds in the account. Any scheduled transfers in excess of the limits will “fail” and not process.

**2. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant;



asbhawaii.com



- If you fail to pay amounts you owe;
  - In order to comply with a governmental agency or court orders;
  - If you give us your written permission;
  - When an inquiry is made regarding the availability of funds to pay a check you have written;
  - To any of our agents who perform data processing, audit or legal services for us and who need the information to perform their functions; or
  - To a credit reporting agency.
- 3. HOW TRANSFERS ARE MADE.** By using Online Banking external transfer, you authorize us to make transfers to your deposit accounts by initiating electronic transfers from your Authorized External accounts.
- 4. PROCESSING YOUR EXTERNAL TRANSFERS.** We will begin processing an external transfer on the same day only if we receive the request prior to 12:10 p.m. Hawaii Standard Time.
- 5. TIMING OF YOUR EXTERNAL TRANSFERS FROM AN AUTHORIZED EXTERNAL ACCOUNT TO YOUR DEPOSIT ACCOUNT.** For a One-Time Transfer from an Authorized External account to your deposit account, we will deduct the funds from your Authorized External account at the Authorized Financial Institution on the Transfer Date or within 3-5 Business Days thereafter. For Recurring Transfers from an Authorized External account to your deposit account, we will deduct the funds from your Authorized External account on the Start Date or within 2 Business Days thereafter and we will continue to deduct funds from this Authorized External account for subsequent transfers, using the Start Date as a reference point based on the frequency you schedule. Thereafter, the date upon which the subsequent transfers are to be made will be the Transfer Date.

**FUNDS AVAILABILITY: When you transfer funds from an Authorized External account to your Deposit Account, the funds will be available for your use or within 3-5 business days.**

- 6. CHANGING OR CANCELLING TRANSFERS.** You may change or cancel a One-Time Transfer and all future Recurring Transfers unless and until the transfer is processed using Online Banking. You may not change or cancel external transfers by using e-mail.
- 7. LIMITATIONS.** You may only make transfers to your deposit accounts from Authorized External accounts at Authorized Financial Institutions and you agree not to transfer funds between these accounts unless you have authority to do so.



asbhawaii.com



You may use External Transfer to perform an unlimited number of transfers to your deposit accounts from Authorized External accounts, provided, however, in any one (1) Business Day, the total aggregate dollar amount of all transfers to Deposit External transfers may fail if the maximum allowable limit for the transaction, day or the month are exceeded or if there are insufficient funds in the account. Any scheduled transfers in excess of the limits will fail and not process.

## **8. LIMITS ON WITHDRAWALS/TRANSFERS FROM SAVINGS OR MONEY**

**MARKET ACCOUNTS.** You may make no more than six (6) transfer transactions per monthly cycle. These restricted transactions consist of transfers to third parties or another deposit account with us made through Online Banking or other electronic services. Payments to your loans with us are not included in the six (6) limited transactions, neither are withdrawals or transfers made at ATMs and at branches. If you exceed this limit on more than an occasional basis, we will convert or close your account.

## **10. BILL PAY SERVICE**

### **A. SERVICE DEFINITIONS**

"Service" means the bill pay service offered by ASB, through our designated service provider.

"Agreement" means these terms and conditions of the bill pay service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Electronic Bill" the electronic statement from your Biller showing your billing information, such as, for example, the amount due and the payment due date.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.



Member FDIC

asbhawaii.com



**AMERICAN**  
Savings Bank

“Fast Pay” the bill pay option to make same-day electronic payments to eligible billers. If a biller is eligible to receive same-day payments, you will be able to select today’s date in the ‘pay date’ calendar. Payment must be made to a same-day (Fast Pay) capable biller by 4 p.m. HST. A Fast Pay fee applies to these same-day payments (see FEES section).

- B. PAYMENT SCHEDULING.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.
- C. THE SERVICE GUARANTEE.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Agreement.
- D. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments



initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**E. PAYMENT METHODS.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**F. PAYMENT CANCELLATION REQUESTS.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**G. STOP PAYMENT REQUESTS.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact our Customer Banking Center. Although the Service will make every effort to accommodate



asbhawaii.com





your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

- H. PROHIBITED PAYMENTS.** Payments to Billers outside of the United States or its territories are prohibited through the Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service.
- I. EXCEPTION PAYMENTS.** “Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.
- J. BILL DELIVERY AND PRESENTMENT.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service’s electronic bill options, you also agree to the following:

Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation – Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The



asbhawaii.com



presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.



This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**K. EXCLUSIONS OF WARRANTIES. THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**

**L. SERVICE FEES AND ADDITIONAL CHARGES.** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all phone access fees and/or Internet service fees that may be assessed by your phone and/or Internet service provider.

**M. FAILED OR RETURNED TRANSACTIONS.** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**N. ALTERATIONS AND AMENDMENTS.** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to



asbhawaii.com



such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

- O. ADDRESS OR BANKING CHANGES.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting our Customer Banking Center. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
- P. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION.** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact us at the telephone numbers or address in Section 2. Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.
- Q. BILLER LIMITATION.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
- R. RETURNED PAYMENTS.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.



asbhawaii.com



**S. INFORMATION AUTHORIZATION.** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**T. THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.**

**U. FEES.** We will deduct the Bill Pay Service Fee below from your Primary Payment Account. If your Primary Payment Account is closed, does not have sufficient funds, or is suspended for any reason, you agree that we will designate at our sole discretion an alternate Payment Account as your Primary Payment Account. If you do not have an alternate Payment Account, we reserve the right to discontinue or suspend the Bill Pay Service and stop any pending transactions.

<b>ASB Checking Account</b>	<b>Service Fee</b>	<b>Fast Pay<sup>1</sup></b>
Kalo Essentials	FREE	\$10.00/payment
Kalo Plus	FREE	\$10.00/payment
Kalo Deluxe	FREE	\$10.00/payment
Biz Essentials	FREE	\$10.00/payment
Biz Plus	FREE	\$10.00/payment
Biz Deluxe	FREE	\$10.00/payment
All Other Checking	\$5.00/month	\$10.00/payment

<sup>1</sup>The bill pay option to make same-day electronic payments to eligible billers.

## 11. PAY A FRIEND SERVICE

Pay A Friend Service allows you to send one-time Transfers of funds to a Recipient with an account at a U.S. financial institution using your personal computer or mobile Device. You provide information to the Recipient from your mobile phone, desktop, laptop, or other computer.

### A. DEFINITIONS.

**“Account” or “Accounts”** refers to any accounts that may be debited or credited with funds.



**“Recipient”** means the account holder to whom the Sender transfers funds through the Pay A Friend service.

**“Sender”** is the ASB account holder that transfers funds to another person through the Pay A Friend service.

**“Service”** means the person-to-person (P2P) service powered by First Data that allows a Sender to send funds to a Recipient through the Pay A Friend service.

**“Service Provider”** is First Data, a company that arranges for person-to-person payments to customers of U.S. financial institutions.

**“Site”** is the Service Provider’s electronic location accessed by a user through a mobile phone, computer or other access Device.

**“Transfer”** means an electronic movement of funds from an account at ASB to an account of another party.

**“Transfer Instructions”** is the information that you provide.

**B. USING THE SERVICE.** By using Pay A Friend, you are representing to ASB that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from ASB or its agent, regarding the Transfers and represent to ASB that you have obtained the consent of the Recipients of your intended Transfers. Funds may be transferred to any account in the U.S. as long as the Transfer is legal and allowed by the financial institutions involved.

**C. ELIGIBILITY.** Individuals aged 18 years and older with a debit card issued by ASB are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. ASB does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to ASB, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

**D. TRANSFERS.** You may make one-time Transfers by selecting an eligible debit card. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient’s financial institution for deposit to

the Recipient's account, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until ASB or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize ASB, directly or through third parties, to make any inquiries considered necessary to validate your identity. You authorize ASB to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

**E. SENDER ACKNOWLEDGMENT.** By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended



asbhawaii.com



Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the Account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

**F. FEES AND LIMITATIONS ON TRANSFERS.** ASB may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity. Funds may be transferred from the Account from which the debit card is authorized to transfer funds. Such transfers may overdraw your Account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account. Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed.

**G. TIMING OF TRANSFERS.** Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email or text message and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

**H. ISSUES AFFECTING THE POSTING OF TRANSFERS** You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize ASB to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither ASB nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of



asbhawaii.com





funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

## **12. ADDITIONAL TERMS APPLICABLE TO ELECTRONIC FUND TRANSFERS AND THE SERVICES**

- A. AGREEMENT.** By using any of the services and/or by making Electronic Fund Transfers, you agree to all of the terms and conditions contained in this Agreement.
- B. CONSUMER AND SOLE PROPRIETOR USE ONLY.** The services are not specifically designed or intended for business or commercial purposes. Therefore, you may only use the services for personal, family and household purposes, or for the business transactions we authorize for Sole Proprietors from time to time, and may not use the services for any other commercial purpose, including but not limited to making transfers or payments on behalf of any other person or entity. If you are a Sole Proprietor, you understand and agree that, when you use the services and make Electronic Fund Transfers for non-Consumer purposes by using one or more business checking and savings accounts, our obligations and the limitations on Consumer liability, as set forth in the SECTION titled "CONSUMER ERRORS, DISPUTES, AND LOST/STOLEN SECURITY CODES" below, do not apply to the transfers and payments you make to and from your business checking and savings accounts, and those transfers and payments will be governed by the provisions of the SECTION titled "SOLE PROPRIETOR ERRORS, DISPUTES, AND LOST/STOLEN SECURITY CODES" below.
- C. TIMING AND LIMITS OF ELECTRONIC FUND TRANSFERS.** Unless a different time is specified in this Agreement, all Electronic Fund Transfer requests must be received by 3 p.m. Hawaii Standard Time in order for the transfer to be completed on that Business Day. We do not limit the frequency or dollar amount of your Electronic Fund Transfers, except to the extent stated in this Agreement or disclosed through the Services.



asbhawaii.com



**D. STOP PAYMENTS.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- Login to Online Banking, select "Services", then "Stop a Payment" and follow the onscreen directions. Call us at (808) 627-6900 or toll-free (800) 272-2566, from 8:00 a.m. to 7:00 p.m. (HST), Monday through Friday, and from 9:00 a.m. to 3:00 p.m. (HST) on Saturday, Sunday and Holidays
- Or visit any of our branches
- Or write to us at: American Savings Bank, Attention: Customer Banking Center, P.O. Box 2300, Honolulu, Hawaii 96804-2300

We must receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and send it to us within 14 days after your call. We will charge you the stop payment fee disclosed in the separate Personal Deposit Account Terms and Conditions for each stop payment order you give. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**E. LINE OF CREDIT ADVANCE LIMITATIONS.** To the extent available, you may obtain advances from your line of credit accounts, except for your overdraft protection accounts, through the services. Such advances must be transferred into one or more of your deposit accounts. All advances on your line of credit accounts are subject to any minimum draw and other transaction requirements contained in the applicable account agreements. If your line of credit accounts include one or more Home Equity Line of Credit accounts, you are not required to use the service to obtain advances from those accounts, and you may still use any other method to obtain advances that is permitted in the account agreements for those accounts.

**F. DEPOSIT ACCOUNT TRANSFER LIMITATIONS.**

1. Transfers from your checking and savings account may not be completed if you do not have sufficient available funds in your account to do so, if the funds in your checking or savings account are subject to legal process or other encumbrances restricting the transfer, or if the funds in your accounts are subject to a hold on the funds pursuant to our current hold policy. If you do not have sufficient available funds on deposit to cover a transfer of funds from your deposit account, we may reject the transfer without payment. We may elect, however, in our sole discretion, to create an overdraft by allowing the transfer. Please see the Personal Deposit Account Terms and Conditions for applicable fees.



2. You may not transfer funds from any of your savings accounts which are pledged as collateral for loans you have with us or a third-party. You may not use the Services to close or renew your time deposit accounts or transfer funds to and from your time deposit accounts. If your account is a savings account, you are limited to making 6 transfers or withdrawals from your savings account in any calendar month. If you exceed these transfer limits in any one month, we may refuse to honor the excessive transactions, remove your transfer privileges, close your account without prior notice to you, convert your account to another type of account, and/or impose a fee for exceeding the limits. Please see the Personal Deposit Account Terms and Conditions for applicable fees.

## **G. CONSUMER ERRORS AND DISPUTES**

1. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS.** In case of errors or questions about your Electronic Fund Transfers, or if you think your statement or receipt is wrong or if you need more information about an Electronic Fund Transfer listed on the statement or receipt, contact us at the appropriate telephone number and address listed in Section 2 as soon as you can. We must hear from you no later than 60 calendar days after we sent you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and your account number;
- b. Describe the error or the Electronic Fund Transfer 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 date and 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 tell you the results of our investigation 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 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within the 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 10 Business days, we may not provisionally credit your account.

For errors involving point-of-sale, or transfers initiated outside the United States, we may take up to 90 calendar days instead of 45 calendar days to investigate your complaint or question.



Member FDIC

asbhawaii.com



**AMERICAN**  
Savings Bank

If the error involves a transfer to or from an account within 30 calendar days of the first deposit, we may take up to 20 Business Days instead of 10 Business Days to issue provisional credit, and up to 90 calendar days instead of 45 calendar days to investigate your complaint or question.

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 and a notice of your right to request copies of the documents that we used in our investigation. In addition, if we provisionally credited your account, we will also notify you that the credit has been reversed and that we will honor up to the amount in dispute, any checks, drafts or other similar instruments drawn on your account without imposing any overdraft charges, and any preauthorized Electronic Fund Transfers from your account for a period of 5 Business Days after our notice of reversal is sent to you, or provide you notice that the credit will be reversed in 5 Business Days.

- 2. OUR LIABILITY FOR FAILING TO COMPLETE YOUR ELECTRONIC FUND TRANSFERS.** If we do not complete an Electronic Fund Transfer to or from your account on time or 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 instance:
- a. If, through no fault of ours, you do not have enough money in your account to make the Electronic Fund Transfer or if the Electronic Fund Transfer will exceed your available balance;
  - b. If you have exceeded or will exceed your daily transaction limit for a particular Service, in which case, we have the right to process payments or transfers in any order that we determine in our sole discretion is appropriate;
  - c. If, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party;
  - d. If you fail to follow a Payee's or Biller's payment requirements;
  - e. If a Biller fails to deliver your e-bills to us;
  - f. Your e-bill is inaccurate or incomplete;
  - g. You fail to provide Payees, Billers or us with your updated or changed personal information, including but not limited to your name, address, telephone number, email address, username and password;
  - h. Your Billers do not provide us with an electronic bill or the information provided by your Biller is inaccurate or corrupted;
  - i. If the funds in your account are subject to legal process or other encumbrances restricting the Electronic Fund Transfer;
  - j. If our processing system was not working properly and you knew about the problem when you started the Electronic Fund Transfer;



Member FDIC

asbhawaii.com



AMERICAN  
Savings Bank

- k. If circumstances beyond our control (such as fire or flood) prevent the Electronic Fund Transfer, despite reasonable precautions that we have taken;
  - l. If this Agreement is terminated;
  - m. If the authorization for your Electronic Fund Transfer is revoked by law or court order (in case of death or incompetence, for example);
  - n. If the Services, your telephone, your computer or other telecommunication link you use to access the Services is not working properly and you knew about the malfunction when you started the Electronic Fund Transfer;
  - o. The Payee Information necessary to complete the payment stored on the host computer has been lost;
  - p. A Payee mishandles or delays the handling of payment sent by us;
  - q. You have not provided us with the correct transfer information, or you have not provided us with correct Payee name, address, Payee Account information or payment amount;
  - r. You fail to schedule a proper date for payment sufficiently in advance of the date a payment is due;
  - s. You fail to sign on to the Service to check on the delivery or status of e-bills;
  - t. You fail, for any reason, to receive a notification or reminder regarding the delivery or status of an e-bill;
  - u. If there is a delay in any mail service or e-mail service, or have not provided us with a current e-mail address;
  - v. A transaction is not in accordance with a term or condition in this Agreement or any other agreement applicable to the Service or account;
  - w. We have reason to believe the transaction may not be authorized by you or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction;
  - x. We have reason to believe it is not in our or your best interest for us to make the payment or transaction; or
  - y. If other exceptions are provided in other agreements we have with you or by applicable law. We will rely on the identifying numbers you provide us in processing your Electronic Fund Transfers. We will not be responsible for any conflict between these numbers and the identity of the parties or accounts involved.
3. **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you



Member FDIC

asbhawaii.com



**AMERICAN**  
Savings Bank

could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **13. ADDITIONAL PROVISIONS APPLICABLE TO SOLE PROPRIETORS**

- A. ERRORS AND QUESTIONS.** You agree to examine your account statements each month and immediately report any discrepancies or errors by calling us at the telephone number listed in Section 2. If you fail to notify us of discrepancies or errors within fourteen (14) days from the date of any account statement containing such information, we will be entitled to treat such information as being correct in all respects.
- B. BILL PAY ERROR RESOLUTION PROCEDURE.** If you notify us of an error or discrepancy in your account statement within the time limitation described in the ERRORS AND QUESTIONS section above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information. We will have no obligation to re-credit your account for the amount of any erroneous or unauthorized account transfer, or the Payment Account for the amount of any erroneous or unauthorized Bill Pay payment unless caused by our negligence. If we determine that no error or unauthorized use has occurred, you may request us to mail or deliver copies to you of the documents or information on which we relied in making our determination.
- C. SOLE PROPRIETORS AND OUR LIMITATION OF LIABILITY.** If you are a Sole Proprietor and you use a business checking and/or business savings account for Online Banking, 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 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,



Member FDIC

asbhawaii.com



**AMERICAN**  
Savings Bank

policy, law or regulation of any government authority or funds transfer system.

**D. 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.

#### **14. JOINT AND INDIVIDUAL RESPONSIBILITY AND AUTHORITY.**

If your account is affected by an Electronic Fund Transfer and is a joint account, then each of you will be bound by this Agreement and each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. In addition, unless prohibited or restricted by applicable law, you acknowledge and agree that each one of you is fully authorized to take any and all actions related to indemnification an Electronic Fund Transfer on behalf of all of you, including but not limited to obtaining, using and terminating Security Codes, and for initiating Electronic Fund Transfers to and from your account.

#### **15. TWO SIGNATURE LIMITATIONS.**

The signature cards for your deposit accounts, and the application, resolution or other related documents for your credit accounts identify who is authorized to make Transfers, obtain advances, stop payments, obtain ancillary services, and otherwise give us instructions regarding your accounts. Although those documents may indicate that more than one signature is required on checks, for the withdrawal or transfer of funds, or to obtain a credit advance, that notation is principally for your own purposes. We do not assume a duty to support multiple signature requirements in connection with the Services. As such, **we assume no duty to confirm that two or more (or any combination) of authorized signers on an account are Authorized Users and/or have approved any transaction.**

#### **16. ATTORNEYS' FEES**

If we ever have to file a lawsuit to collect what you owe us, you agree to pay our reasonable expenses, including our attorneys' fees and costs.

#### **17. RECORDING OF COMMUNICATIONS**

When you access any of the services or otherwise communicate with us, the information you enter or speak may be recorded for confirmation or quality assurance purposes. By using any of the services, you consent to such recording.



asbhawaii.com



## **18. SERVICE OUTAGES**

Although the Online Banking services are usually available 24 hours a day, 7 days a week, at certain times such as during maintenance periods or system outages, some or all of the services may not be available.

**PROVIDING THE SERVICES ON AN “AS IS” BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **19. SUSPENDING, BLOCKING OR TERMINATING THE SERVICES.**

- a. You may terminate your use of any service at any time by calling us or writing to us at the telephone number or address in Section 2. If you terminate your use of the services, you must separately cancel all your checking and savings accounts transfers, and line of credit account transfers and/or Bill Pay payments you scheduled through the services. If you do not cancel them before you terminate the services, those transfers and payments may still be made.
- b. We may suspend or terminate your use of any of the services, or your ability to make other Electronic Fund Transfers, or block a transaction or payment that you have scheduled using any of the Services, at any time for any reason without prior notice. Your access to the services may, for example, be terminated if your accounts are closed for any reason, or we believe your accounts and/or the services are being used improperly or illegally. We may also terminate your use of the services if you do not sign on to the services using your Online Banking user name and password for a continuous period of three (3) months. Although we are not obligated to do so, we may block a scheduled transaction or payment, if, for example, we have reason to believe that it is not in our or your best interest for the payment or the transaction to be made. In addition, the Bill Pay Service may be terminated if your Payment Account is closed, there are insufficient funds in your Payment Account to process the payment and either you do not have overdraft protection or business overdraft account or the available overdraft protection or business overdraft account credit limit is insufficient to cover the amount of the payment, or if access to your Payment Account is restricted for any reason.
- c. Whether you terminate this Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any Electronic Fund Transfer to be completed after this

Agreement has been terminated. You will be responsible for any Service Fees which have not been posted to your Account. Termination will not affect your liability or obligations under this Agreement for Electronic Fund Transfers we process on your



asbhawaii.com





behalf. However, termination will result in a loss of transaction history information about your Accounts and Bill Pay Payee information stored on the Services.

## **20. FORCE MAJEURE**

We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of transfers and Bill Pay payments.

## **21. ASSIGNMENT**

You may not assign your rights or obligations under this Agreement to any other person. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any affiliate or third party.

## **22. NO WAIVER**

No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

## **23. CREDIT REPORTING**

If you believe that we may have reported inaccurate information about your Account, or your Electronic Fund Transfers to a consumer reporting agency, please contact us at the telephone numbers or address in Section 2, and include a description of the information and why you feel it is inaccurate.

## **24. SEVERABILITY**

If any provision of this Agreement is determined to be void or invalid, the remainder of either the Application or this Agreement, as the case may be, shall remain in full force and effect.

## **25. WAIVER OF JURY TRIAL**

You and we each waive our respective rights to a trial before a jury in connection with any disputes related to your accounts and the services. This includes any claims by us or by you, claims brought by you as a class representative on behalf of others and claims by a class representative on your behalf as a class member (so-called “class action” suits).

## **26. GOVERNING LAW**



asbhawaii.com



You acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

## **27. 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, 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 services. You also agree to be bound by any express limitations and restrictions regarding the services at [www.asbhawaii.com](http://www.asbhawaii.com), and you further agree that product descriptions, explanations of services, Frequently Asked Questions, glossary of terms and helpful hints provided at [asbhawaii.com](http://asbhawaii.com) are provided for your convenience only. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.



[asbhawaii.com](http://asbhawaii.com)

