



Consumer eBanking for Business Set-Up Form

PRINT, SIGN and MAIL to American Savings Bank, Customer Service Center, P.O. Box 2300, Honolulu, HI 96804-2300 or **DROP OFF** this set-up form at your nearest American Savings Bank branch. Call 808-627-6900 for any questions. Please make a copy of this form for your records.

- New**

 Change

 Cancel

Business Information

Legal Name of Business		Federal TAX ID		Business Phone Number		Fax Number	
Mailing Address			City	State	Zip code	Email Address	

Account Viewing and Internal Transfers

- YES, I would like to view all eligible accounts.
 YES, I would like to view my American Savings Bank Business Visa Credit Card.
 YES, I would like to sign up for internal transfers between all eligible accounts.
 NO, I am not interested in internal transfers at this time.
 CANCEL, please cancel internal transfers.

Bill Pay

- YES, I would like to sign up for Bill Pay using Business Checking Account # _____. (Fees apply.)
 CHANGE, I would like to change my Bill Pay primary funding Checking Account to # _____.
 NO, I am not interested in Bill Pay at this time.
 CANCEL, please cancel Bill Pay Service.

Agreement

The business certifies that all information provided is complete, true and correct. The terms and conditions for Consumer eBanking for Business are set forth in the Consumer eBanking for Business Agreement and Disclosures.

Each person below certifies that he/she is signing on behalf of the business in the capacity indicated beside the signer's name and that such signer is authorized to execute this Agreement on behalf of the business and agrees to be bound by the terms of the Consumer eBanking for Business Agreement and Disclosures. The business understands that any person who obtains the business's password and User ID can access linked accounts. The business assumes all risks and liabilities associated with the disclosure of its password and User ID to any of its employees or other third parties.

Required signers: This form must be signed as follows: **Sole Proprietorship** – Owner; **Partnership** – Two general partners or managing general partner authorized to act on behalf of the partnership; **Corporation** – Chair, president or vice president and/or secretary, assistant secretary, chief financial officer or assistant treasurer; **Limited Liability Company** – All managers; **Unincorporated Organization** – All members; **Trustee under Trust Agreement** – All trustees

Requestor	Authorized Signor – Print Name	Signature	Title	Date
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

Branch Use Only

Date received by ASB:	Received by:	Verified by:	Sent to CSC by:	Referred by branch #:
CSC Use Only				
Date received:	Reviewed by: Date:	FM by: Date:	Audited by: Date:	Date Enrolled:

Introduction

This Consumer eBanking for Business Agreement and Disclosure Statement (this "Agreement") supplements, but does not replace the Business Deposit Account Rules and Other Information applicable to your American Savings Bank ("ASB") 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 Visa Card Agreement, Business PowerLine/ProTecLine Agreement, and Term Loan 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 delivering a signed Consumer eBanking for Business Set-Up form (Change Request) to your nearest branch or to: American Savings Bank P.O. Box 2300; Honolulu, Hawaii 96804-2300; Attention: Customer Service Center. Please note that you must cancel any pending bill payments and/or transfers prior to your request to cancel the service.

By using ASBnet to electronically direct us to make payments to individuals, businesses, merchants, professionals and/or other eligible third parties you designate (your "Payees") through Our bill payment service or transfer, 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.

What is Not Covered. This Agreement does not cover: (a) Transfers you initiate by using a check, draft or other paper instrument; or (b) Transfer instructions We receive by telephone. These agreements are included in your Business Account Rules.

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 business loans, business credit cards issued by American Savings Bank, business line of credit, business 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, 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 ASB business revolving lines of credit and other business credit products that are issued and approved by Us for use with the Services from time to time including your business credit card issued to your business by American Savings Bank.
- D. "Deposit Accounts"** are your checking, savings, CD.
- E. "Designated Accounts"** are all of your Deposit 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.
- F. "Electronic Fund Transfers"** are transfers, payments and deposits made by use of a Computer through the Services that affect your ASB savings and/or checking account and eligible Business Credit Accounts.
- G. Your "Payment Account"** is any of your checking Accounts which you select to use to make a payment with the ASBnet Bill Pay Service.
- H. "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.

I. "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, business line of credit accounts, overdraft lines of credit accounts, and business installment loans at American.

J. "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.

K. "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 to use the following services:

A. "Accounts" allows a single authorized user to view your balances, transactions and other information on eligible 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 ASB credit card, Business ProTecLine, and Business PowerLine loan balances (5) place stop payments on checks and review stop payment history (6) allows you to manage your finances by obtaining financial reports or by downloading information from your accounts to Microsoft® Money or Intuit® Quicken®.

a. You may use ASBnet to review transaction information for eligible accounts 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. If there are excessive numbers of accounts and transactions that could impact the stability of the service, we have the right to move your accounts to ASBnet Business Internet Banking service or block your access to the service until an alternative solution has been provided.

B. "Transfers" allow you to schedule one-time or reoccurring transfers of funds between eligible American Savings Bank 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 a transfer relationship is established, and 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 and the transfer would not result in your exceeding your Savings balance or your available overdraft line of credit limit. These transfer services may be subject to fees (refer to your Business Fee Schedule). 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. Depending on the status of your account, you may or may not be eligible to make internal transfers using this service.

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

a. We will not monitor our Message Center 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 an item, to report a 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, read, and in some cases properly identify the account owner, your message and have a reasonable opportunity to act on it.

D. "Bill Payment" allows you to pay current, future, and recurring bills from your American Savings Bank Business checking account.

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. Depending on the status of your account, you may or may not be eligible to make bill payments using this service.

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 Savings 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, 8) if your payee fails to credit You and we have evidence that the payment was received by the Payee in a timely manner, or 9) if you fail to notify American Savings Bank of any telephone, email, or address changes that may adversely impact the bill payment process.

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. and no payroll payments are allowed.

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 or before 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 signed Small Business Internet Banking Set-Up form (Change Request) to terminate the bill payment services.

E. "Customer Service" tab allows you to customize your online banking experience by allowing you to change your email address, User ID, password, alerts, customize your accounts, make stop payments, and order checks (personal only). 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 ASB business credit cards (individual billing only) from your American Savings Bank checking or savings account and review pending credit card transactions.

G. "User Reports" allows you to create customized financial management reports on your ASB 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 ASB to transmit to the Service Providers all financial data and information in ASB's possession about you in order to provide the ASBnet personal banking services you use.

Equipment Requirements

Hardware and Software 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
 - 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	Internet® Explorer Browsers	AOL® Browsers	Safari® Browsers	Firefox® Browsers	Camino® Browsers
Windows® XP SP3	6.0 SP3, 7.0, 8.0	AOL Desktop for Windows 10.X, AOL 9.1	3.2, 4.0	3.0, 3.5	N/A
Windows® Vista	7.0, 8.0	AOL Desktop for Windows 10.X, AOL 9.1	3.2, 4.0	3.0, 3.5	N/A
Windows® 7	8.0	N/A	N/A	3.5	N/A
Mac OS X 10.4 (Tiger™)	N/A	AOL Desktop for Mac 1.5	3.2, 4.0	3.0, 3.5	2.0
Mac OS X 10.5 (Leopard™)	N/A	AOL Desktop for Mac 1.5	3.2, 4.0	3.0, 3.5	2.0
Mac OS X 10.6 (Snow Leopard™)	N/A	AOL Desktop for Mac 1.5	4.0	3.5	2.0

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 an item, 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 and in some cases, verify the account owner.

Fees

Once you have enrolled you will be charged a monthly fee as described below, whether or not you use ASBnet during the month unless, before the beginning of your statement cycle date, you cancel your service. (If joint accountholders enroll separately in ASBnet (ex. partnerships, two-member/manager LLC), each is considered a separate ASBnet 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 Pay account. Should your Checking Account be overdrawn or have insufficient funds to cover a 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. **\$5.85 – Maintain an average monthly balance of less than \$1,000 in your bill payment account.**

Function	Service	Cost
Online Banking	<ul style="list-style-type: none"> View account balances and transactions Transfer between ASB accounts Stop payment (fees apply) Scheduled transfers Download information to financial software (Quicken) View account history to 390 days Manage your American Savings Bank Business credit card online (individual billing only) Make payments to eligible business loans/ASB business credit card 	Free
Online Bill Pay	<ul style="list-style-type: none"> Make a single or recurring payment to anyone (must be OFAC compliant) with a U.S. address (not government agencies or payroll) Schedule payments up to 365 days in advance Review, change and cancel payments 	<p>FREE – Maintain a BizFREE Checking account or an average monthly balance of \$5,000 or more in your bill payment account</p> <p>\$4.85 – Maintain an average monthly balance of \$1,000 – \$4,999 in your bill payment account</p> <p>\$5.85 – Maintain an average monthly balance of less than \$1,000 in your bill payment account</p>

1. To set up transfers, you must indicate this option on the Consumer eBanking for Business Set-Up Form, sign and submit to your nearest branch location or to American Savings Bank; Attn: Customer Service Center, P.O. Box 2300, Honolulu, HI 96804-2300.
2. Use of online bill payment is subject to approval.

There are no additional transaction or payment fees for bill payment and internal transfer (except where excessive transactions occur for money market and savings account.) Fees for using ASBnet are in addition to the standard charges for your Accounts. Stop payment fees and fees to produce copies of a check apply without regard to ASBnet charges. These charges have been separately disclosed to you.

Additional Terms Applicable to Transfers

Application for the Services

1. You may request the Services from Us by completing an Application. When you sign a paper Application you are representing that all of the information in it is true and correct. If you submit a written application to support your request for the Services, We will keep the original or an electronic image of it. If We approve the application, We will call or email the requestor using the contact information on the application and provide instructions on how to enroll in the service.

Your Use of the Services

2. AGREEMENT. By using the Services and by making Transfers, you agree to all of the terms and conditions contained in this Agreement.

3. BUSINESS USE ONLY. By signing the Application and using the Services, you agree and warrant to Us that the use of the Services by the Authorized Users shall be solely for business and commercial purposes, and that no personal, family or household use of the Services shall be permitted under any circumstances. You further agree that any personal, family or household use of the Services shall be immediate grounds for termination of this Agreement. **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES WILL NOT BE TREATED AS CONSUMER ACCESS DEVICE UNDER THE PROVISIONS OF THE ELECTRONIC FUNDS TRANSFER ACT OR ANY OTHER STATE OR FEDERAL LAW. THEREFORE, YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE SERVICES. YOU AGREE TO ACCEPT ANY ADDITIONAL RISK ASSOCIATED WITH THE USE OF THE SERVICES AND AGREE TO ASSUME THE LIABILITY DESCRIBED IN THIS AGREEMENT. YOU ALSO AGREE TO ELECTRONICALLY ACCEPT DELIVERY OF THIS AGREEMENT AND ANY FUTURE AMENDMENT TO THIS AGREEMENT.**

4. USER ID AND PASSWORD LIMITATIONS. Only one User ID and Password can be issued for this service. The business understands that any person who obtains the business' password and User ID can access linked accounts. The business assumes all risks and liabilities associated with the disclosure of its password and User ID to any of its employees or other third parties.

You may only use the User ID and password for the purposes described in this Agreement to the extent the law allows and to the extent the particular Service is able to perform the transaction. You agree not to use the Security Code to:

- (a) Make a withdrawal of cash from your Designated Account which exceeds the maximum daily withdrawal limits under this Agreement;
- (b) Initiate a Transfer which would cause the balance of collected funds in your Designated Account to go below zero or, if your Designated Account has business overdraft coverage, to exceed the credit limit of that protection; or
- (c) Initiate a Transfer affecting any Account which is not your Designated Account.

If you do any of these things, we may complete the transaction but we are not required to do so. If we do so, you agree to pay us any excess or improperly withdrawn or transferred amount and any applicable fees immediately upon request. We reserve the right to limit the number and amount of Transfers. We may also limit or refuse to complete a Transfer if necessary for security reasons.

5. ACCOUNT INFORMATION FOR BILL PAY SERVICE. When you signed the Application, you authorized us to check the number of overdrafts occurrences on your business checking account and to check the status codes of your accounts. Any unfavorable information will be grounds for us to deny your application or terminate this Agreement or other agreements or accounts you may have with us. In providing you with your initial user id and password, we are relying on all financial and other information you have given us from time to time. You agree to provide us with financial information at our request so that we can evaluate your continued capacity to meet your obligations under this Agreement.

6. NOTICES. All notices from us will be effective when we have mailed them, delivered them to the last address that we have for you in our records or when we send them electronically. Notices from you will generally be effective once we receive them at the appropriate address specified or via the Message Center. If more than one person signed your Application, notice to or from one of the individuals who signed the Application will be effective for everybody who signed it.

7. GOVERNING LAW. You acknowledge and agree that this Agreement was created in the State of Hawaii. Therefore, except as previously agreed to in the Account Agreements, this Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii. If

any term of this Agreement cannot legally be enforced, this Agreement is to be considered changed to the extent necessary to comply with the law.

8. LOST, STOLEN OR COMPROMISED PASSWORD. If you believe your user ID and/or password has been lost, stolen or compromised, **you must change your Password immediately.** If you believe your Password has been lost or stolen and you cannot remember your ID, you must notify us at ONCE by calling us at 1-877-285-0038. In all cases, you will continue to be liable for all transfers and transactions initiated by use of the Services until you change your password. If you fail to notify us that your password has been lost, stolen or compromised, you could lose all of the money in your Designated Accounts. You further agree that we will not be liable for consequential damages arising from the unauthorized use of the Services which access your Designated Accounts.

9. 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.

10. INACTIVE ACCOUNTS

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