

ASB Hawaii Online and Mobile Banking Agreement

Effective April 1, 2015

1. INTRODUCTION

This ASB Hawaii Online and Mobile Banking Agreement (“Agreement”) explains your rights and responsibilities when using American Savings Bank’s (“ASB,” “us,” “we”) internet banking service (“ASB Hawaii Online”) and mobile banking service (“ASB Hawaii Mobile”). ASB Hawaii Online services include E-Statements, Bill Pay, PopmoneySM Personal Payments, and External Transfers. ASB Hawaii Mobile Banking allows you to access your account information, make bill payments, transfer money between your ASB accounts, and use ASB Hawaii Mobile Check Deposit when using our mobile app.

By completing your enrollment in ASB Hawaii Online you demonstrate your ability and agree to receive documents electronically from us. By using ASB Hawaii Online and/or ASB Hawaii Mobile, you agree to the terms and conditions of this Agreement, and the specific terms and conditions for Popmoney and External Transfers that can be found in separate documents within ASB Hawaii Online.

Other agreements you have entered into with us, including the Personal Deposit Account Rules, the Personal Deposit Account Disclosures and Fees, the Business Deposit Account Rules, 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 ASB Hawaii Online and ASB Hawaii Mobile transactions. **Please read this Agreement carefully.**

If you do not agree to these terms and conditions, are unable to view ASB Hawaii Online or receive documents electronically, including e-statements, from your computer or other personal device, or you decide that you do not want these electronic services, do not complete the enrollment process. If you have already enrolled, you may stop the service by contacting us at 808-627-6900 (Oahu) or 800-272-2566 (Neighbor Islands or Mainland), or write to us at:

American Savings Bank
Attention: Customer Banking Center
P.O. Box 2300
Honolulu, HI 96804-2300

We may make changes to this Agreement at our discretion. We will notify you in writing of any changes as required by law, unless immediate changes are necessary for security reasons. You accept changes to this Agreement by continuing to use ASB Hawaii Online and/or ASB Hawaii Mobile.

We are not responsible for any loss or damage due to your use of ASB Hawaii Online and/or ASB Hawaii Mobile, unless provided by applicable law.

ASB reserves the right, in our sole discretion, to block accounts or your access to ASB Hawaii Online and/or ASB Hawaii Mobile, refuse enrollment, or terminate your use of ASB Hawaii Online and/or ASB Hawaii Mobile for any reason at any time.

2. ELECTRONIC DISCLOSURES

You agree to receive information electronically by e-mail or secure mail. 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, ASB Hawaii Online, ASB Hawaii Online Bill Pay, External Transfers, Popmoney or ASB Hawaii Mobile.

If you do not agree to receive information, disclosures, and notices from us electronically, you may not use ASB Hawaii Online or ASB Hawaii Mobile. If you have not yet completed the enrollment process, do not continue to enroll. If you have already enrolled and consented to receive electronic records from us, follow the procedure noted in Paragraph 1 to stop using ASB Hawaii Online or ASB Hawaii Mobile.

What you Need to Receive and Save Electronic Documents

To access ASB Hawaii Online and receive electronic documents, you will need a computer, Internet service provider, browser that supports 128-bit encryption security and the ability to download or print PDF documents. Your system must meet the following minimum requirements:

Hardware – personal 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. ASB recommends the use of the latest commercially accepted, available browser versions offered. The following browsers are currently supported.

PC Users

- Windows Vista – IE 8.0, FireFox 3.0

Mac Users

- Mac Users OSX 10.5 – Safari 5.0

JavaScript is required. Cookies are required.

You are solely responsible for the service, software, and equipment you use to access ASB Hawaii Online. You agree that we are not responsible or liable for any damages to your equipment or software resulting from viruses, worms, or Trojan horses.

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 contacting us at the address or phone numbers provided in Paragraph 1. We may charge you a fee for providing you with copies of account statements, as disclosed in the separate Personal Deposit Account Disclosures and Fees or Business Deposit Account Disclosures and Fees we provided to you for your account.

3. DEFINITIONS

“Business Days”: For purposes of these disclosures, our business days are Monday through Friday. Federal Reserve holidays are not business days.

“Service Providers”: Companies that ASB has contracted with to provide the services that are included in ASB Hawaii Online or ASB Hawaii Mobile.

4. PASSWORD AND SECURITY

Your username and password for ASB Hawaii Online also allows you to access ASB Hawaii Mobile. You agree not to give or make available your password or other means to access your ASB Hawaii Online/ASB Hawaii Mobile account to anyone. You are responsible for all payments and transfers you authorize using online or mobile banking. If you permit other persons to use ASB Hawaii Online/ASB Hawaii Mobile or your password or other means to access your account, you are responsible for any transactions they authorize.

If you need to change your username and/or password for ASB Hawaii Mobile access, you will need to do so through the “Self Service” function within ASB Hawaii Online. 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 ASB Hawaii Online or ASB Hawaii Mobile without your consent or has transferred money without your permission, you must notify us at once by contacting us as set forth in Paragraph 1.

5. UPDATING YOUR E-MAIL ADDRESS

You are responsible for ensuring we have a valid and active e-mail address for you. To change your ASB Hawaii Online e-mail address, sign in to ASB Hawaii Online, click the “Self Service” tab, click the “Change E-Mail Address” link, and follow the on-screen instructions. To change your ASB Hawaii Mobile e-mail, click on the “Mobile Tab” and select the “Emails” button.

6. DELIVERY OF NEW DOCUMENTS

It is your responsibility to periodically log-on to ASB Hawaii Online and check 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.

7. IN CASE OF ERRORS OR QUESTIONS (Consumer ASB Hawaii Online or ASB Hawaii Mobile users only)

Transfers that you make between your accounts or send to third parties using ASB Hawaii Online or ASB Hawaii Mobile are covered by this section.

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 ASB Hawaii Online, ASB Hawaii Mobile, 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.

Disclosing Your Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transactions, or
- Where it is necessary for activating additional services, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- If you fail to pay amounts you owe, or
- In order to comply with governmental agency or court orders, or
- If you give us your written permission, or
- When an inquiry is made regarding the availability of funds to pay a check you have written, or
- 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.

Documentation of Transfers

You will get a monthly checking account statement.

Statements for savings accounts are scheduled to be provided to you at the end of each calendar quarter.

- If you have not performed any electronic fund transfers on your savings account during the quarter, the statement will contain information for the entire quarterly period (three months).
- If you perform electronic fund transfers on your savings account, you will receive a statement in the month that the transfer occurred and it will include all activity on your account since your last statement date. You will also receive a statement at the end of the quarter that includes activity since your last statement date issued during the quarter. These statements may cover periods as short as one month or as long as two months.

Preauthorized Payments - Right and Procedure to Make a Stop Payment

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:

- Call us at 627-6900 (Oahu) or 800-272-2566 (Neighbor Islands and Mainland) 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 Disclosures and Fees for each stop payment order you give.

Liability for Failure to Stop Payment of Preauthorized Transfer

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.

Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line, if you have one.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your account are frozen because of some legal process, other legal matter, setoff, pledge of the account or because the funds are not collected yet.
- There may be other exceptions stated in our agreement with you or by applicable law.

Your Liability for Unauthorized Electronic Fund Transfers

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check, or ASB Hawaii Online/ASB Hawaii Mobile access. Telephoning is the best way to minimize your possible losses. You could lose all the money in your account (plus your maximum overdraft protection line of credit or linked savings account, if applicable). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

Where to Report an Unauthorized Transfer

If you believe that someone has transferred money from your account without your permission, tell us at once.

- Call us at 808-627-6900 (Oahu) or 800-272-2566 (Neighbor Islands and Mainland) 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 write to us at:
American Savings Bank
P.O. Box 2300 Honolulu, Hawaii 96804-2300
Attention: OSS Compliance
- Or visit any of our branches.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

In Case of Errors or Questions about Your Electronic Transfers

Call or write to us at the telephone number or address above as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When reporting an error or requesting more information:

- Tell us your name and account number.
- Describe the error or the 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.

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

8. ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third party service providers.

9. NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

10. LIMITATION OF LIABILITY

Our duties and responsibilities are limited to those described in this Agreement and in deposit agreements we provided for your accounts. We will use reasonable care in performing our responsibilities under this Agreement and will be responsible for any loss you sustained only to the extent that such loss is caused by our gross negligence or willful misconduct. We will not be responsible for liability, loss or damage resulting from any delay in the performance of or failure to perform or adequately perform any of our responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe; electrical or computer failure; acts of failures by you or by third parties; or any other cause beyond our reasonable control. We will have no liability to you for any consequential, indirect, special or incidental damages regardless of whether we had been advised of the possibility of such damages.

For Consumers: See also Paragraph 7 for additional information about reporting errors and limits of liability.

11. INDEMNIFICATION

You agree to defend, indemnify and hold us and our Service Providers and the employees and contractors of each of these, harmless from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the ASB Hawaii Online services.

12. SOLE PROPRIETORS

Additional provisions apply to sole proprietors using ASB Hawaii Online or ASB Hawaii Mobile:

Our Limitation of Liability: Our liability for any act (or failure to act) will not be more than the payment of interest or any direct resulting loss. We will not be responsible for any damage or fee that you incur while using ASB Hawaii Online. We will not be responsible even if we are aware of the possibilities of these damages. Any protections available to consumer transactions under any federal regulation do not apply to business use of ASB Hawaii Online or ASB Hawaii Mobile.

Indemnification: You must repay and indemnify us, according to all third party claims. We will not be responsible for any loss, liability, claim, or controversy. You must also pay for our costs and expenses (including attorneys' fees) for defending against any claim or liability related to this Agreement.

13. FEES

The basic ASB Hawaii Online service is free, but you may be charged a fee for using specific services:

A. Bill Pay:

Bill Pay charges vary by account type.

ASB Checking Account	Service Fee	Fast Pay¹
Kalo Simple	\$5.00/month	\$10.00/payment
Kalo Plus	FREE	\$10.00/payment
Kalo Deluxe	FREE	\$10.00/payment
Biz Simple	\$5.00/month	\$10.00/payment
Biz Plus	FREE	\$10.00/payment
Biz Deluxe	FREE	\$10.00/payment
All Other Checking Accounts	\$5.00/month	\$10.00/payment
1 The bill pay option to make same-day electronic payments to eligible billers.		

You will not be charged for the initial monthly cycle that you enrolled in bill pay service. You will not be charged for a cycle if you end the bill pay service before 5:00 pm HST on the last day of the month prior to the end of the current billing cycle. If you have multiple checking accounts, you will only be charged for one account and the fee will be based on the account that is designated as the billing account. Fees will be debited from your ASB checking account at statement cycle.

- B. Miscellaneous Account Fees:** Miscellaneous account fees such as stop payment fees, check or statement copy requests, and check reorders will apply to requests made using ASB Hawaii Online. See the separate Personal Deposit Account Disclosures and Fees or Business Deposit Account Disclosures and Fees for details.
- C. ASB Hawaii Mobile:** The ASB Hawaii Mobile service is free. However, your mobile service provider may charge for sending and receiving text messages on your mobile phone or for accessing the Internet. Check with your service provider for details on fees and charges that may apply to your phone plan.

14. INFORMATION ABOUT ASB HAWAII ONLINE

ASB HAWAII ONLINE FUNCTIONALITY

- A. "Accounts":** Use this tab to view your balances, transactions, check images, statements, and other account information. You may also download account information to your computer.
- B. "Transfers":** Transfer funds between your ASB accounts immediately or in the future. View pending transfers as well as transfer history. This function is more fully described in the Transfers section below.
- C. "Bill Pay":** Pay current and future bills from a ASB checking account. This function is more fully described in the Bill Pay section below.
- D. "Popmoney":** Send payments electronically to recipients who are members of the Popmoney network using an email address or mobile phone number. See the separate Popmoney Agreement for details.
- E. "External Transfer":** Transfer money between your ASB Checking, Savings or Money Market account and your account with another financial institution. See the separate External Transfer Agreement for details.
- F. "Alerts":** Set up e-mail alerts based on account balances, transactions, and notifications.
- G. "Messages":** Send secure messages to ASB and review previously received messages and messages you have sent to us.
- H. "Self Service":**
 - **Account Service:** Request check and statement copies, order checks, change the

overdraft opt-in for debit card transactions, and request stop payments.

For stop payments, you must enter accurate check information (check number and amount) and in a reasonable time before payment of the check is made so that we can effectively act on your request. Our stop payment fee will apply. For details, see the separate Personal Deposit Account Rules and the Personal Deposit Account Disclosures and Fees.

- **Preferences:** Change your Username, Password, manage your account, including e-statement delivery, and ASB Hawaii Online preferences.
- **Contact Us:** send us a secure message, or access messages we have sent to you.
- **Personal Information:** change your e-mail address and your security questions and answers.
- **Personal Money Management:** add, view, or change transaction categories, and view reports.
- **Agreements:** access and view the agreements for ASB Hawaii Online and related services.

- I. **"Products & Offers":** Find the latest offers from ASB, links to product pages on asbhawaii.com, and ways to apply online for selected products.

TRANSFERS

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 or 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 account agreements. 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. A transfer to a mortgage account made before 5:00 p.m. HST will be processed on the business day that it is made. If a transfer to a mortgage account is made after this time, it will be processed on the next business day. 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.

E-STATEMENTS

When you choose to use our E-Statement service:

- You confirm that: a) you are 15 years old or older; b) you are using your true identity and any information you provide is accurate and complete; c) you are authorized to enroll the account you are activating; and d) your use of the service will not violate any local, state, national or international laws or regulations.
- 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. E-Statements will be provided in Portable Document Format (PDF) and requires 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 E-Statement service for the accounts you designate. You may unsubscribe at any time by clicking the "Self Service" tab, then the "Manage E-Statement Delivery" link, and following the on-screen instructions.
- You agree to examine and view E-Statement(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 American Savings Bank if any documents you receive are incomplete, unreadable, inaccessible, or contain errors.

E-Statements 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 E-Statement is available.

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

Like paper statements, only one E-Statement per account is provided. For accounts with multiple accountholders, only the E-Statement will be provided as long as one of the account holders continues to opt for E-Statements. 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.

INACTIVE ASB HAWAII ONLINE ACCOUNTS

Your ASB Hawaii Online access may be cancelled if it is not used for 90 or more consecutive calendar days. You may have to enroll in ASB Hawaii Online again to use the service. If there are any scheduled transfers or payments, we will not cancel your ASB Hawaii Online service until such transfers or payments are completed.

SENDING US E-MAIL

We do not check our e-mail or secure messaging system constantly. We may not read your message until the next business day. You should NOT use secure mail or e-mail if you need to contact us immediately. Instead, call us at 808-627-6900 (Oahu) or 800-272-2566 (Neighbor Islands or Mainland). You should contact us immediately by phone if:

- You need to report a lost or stolen card.
- You need to report an unauthorized transaction on one of your accounts.

SYSTEM AVAILABILITY

Access to ASB Hawaii Online and ASB Hawaii Mobile is available 24 hours per day, 7 days per week, except during (a) scheduled maintenance; and (b) downtime resulting from events beyond our reasonable control. When possible, we will notify you in advance of any situations that would prevent you from using ASB Hawaii Online.

15. BILL PAY

Bill Pay Service Definitions

- "Biller"**: the person or entity to which you wish a bill payment to be directed or the person or entity from which you receive electronic bills, as applicable.
- "Billing Account"**: the checking account from which all Service fees will be automatically debited.
- "Due Date"**: the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Electronic Bill"**: the electronic statement from your Biller showing your billing information, such as, for example, the amount due and the payment due date.
- "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 Paragraph 13).
- "Payment Account"**: the checking account from which bill payments will be debited.

- G. **"Payment Instruction"**: the information you provide using the Bill Pay 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).
- H. **"Scheduled Payment"**: a payment that has been scheduled through Bill Pay for which processing has not started.
- I. **"Scheduled Payment Date"**: the day you want your Biller to receive your bill payment (it is also the day the amount will be subtracted from your Payment Account). If the Scheduled Payment Date is not a Business Day, the Scheduled Payment Date will be the previous Business Day.

Payment Scheduling

In ASB Hawaii Online, the earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be shown in the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date that is before the earliest possible Scheduled Payment Date shown for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date shown on your Biller statement unless the Due Date does not fall on a Business Day. If the actual Due Date is not a 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 before any late date or grace period.

The Service Guarantee

Due to circumstances beyond our Service Provider's control, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account with the Biller. Our Service Provider will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date if the payment was scheduled following the guidelines described in the "Payment Scheduling" section above.

Unregistering from the Bill Pay Service

You may stop the bill pay service by contacting us at 808-627-6900 (Oahu) or 800-272-2566 (Neighbor Islands or Mainland), or write to us at:

American Savings Bank
Attention: Customer Banking Center
P.O. Box 2300
Honolulu, HI 96804-2300

Payment Authorization and Payment Remittance

You represent and warrant that you are (i) authorized to perform transactions on the account and (ii) that you agree to all of these terms and conditions. By entering names and account information of Billers to whom you wish to direct payments in Bill Pay, you authorize us to follow the Payment Instructions received through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats according to Biller instructions.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds to the specified Biller on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date you designated. You also authorize us to credit your Payment Account for payments returned to us or payments remitted to you on behalf of another authorized user of Bill Pay.

Our Service Provider will use its best efforts to make all your payments properly. However, we shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payments you initiated because, among other things, of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction, the payment is in the amount of over \$250,000 or the transaction would exceed the credit limit of your overdraft protection line of credit or the available balance in your linked savings account;
2. The payment processing center is not working properly and you know or have been advised about the malfunction before you made the transaction;

3. You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper completion of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of money to be removed from your Payment Account or cause money from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, our Service Provider 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.

Payment Methods

Our Service Provider 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 to check payment (i.e., an electronic debit to your Payment Account and a check is remitted to the Biller), or a check payment (funds remitted to the Biller are subtracted from your Payment Account when the check is presented to ASB for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions in Bill Pay. There is no charge for canceling or editing a Scheduled Payment when the option is available in Bill Pay, 3 to 5 Business Days before the Scheduled Payment Date. If we have begun processing a payment, you may contact us 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 separate fee schedule for your Payment Account.

Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you want to stop any payment that has already been processed, you must contact Customer Banking Center at the phone numbers shown in Paragraph 1. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We 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 shown in the separate fee schedule for your Payment Account.

Prohibited Payments

Payments to Billers (i) outside of the United States or its territories, (ii) that are on the Specially Designated Nationals list of the Office of Foreign Assets Control, or (iii) that violate the Unlawful Internet Gambling Act of 2006, are prohibited through Bill Pay.

Exception Payments

Tax payments and court ordered payments may be scheduled through Bill Pay, however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed using Bill Pay. We have 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 your sole responsibility and not ours.

Bill Delivery and Presentment

This feature is only for the presentment of electronic bills 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 Bill Pay's electronic bill options, you also agree to the following:

- Information provided to the Biller – We are 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. You must make any necessary changes by contacting the Biller directly. Additionally, it is your responsibility to maintain all user names 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. We or our Service Provider 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, so that the Biller may inform you about service and/or bill information.

- Activation – Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The 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 – We will use our best efforts to present all of your electronic bills promptly. In addition to notification within Bill Pay, we may send an e-mail notification to your e-mail address on record with us 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 ASB Hawaii Online Bill Pay 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. We will notify your electronic Biller(s) about the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We 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 us 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 – We are not responsible for the accuracy of your electronic bill(s). We are 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 change your liability or obligations that currently exist between you and your Billers.

Exclusions of Warranties

BILL PAY AND ANY 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.

Errors and Questions

See Paragraph 7 for information on reporting errors on your account or related to the use of ASB Hawaii Online.

Service Fees and Additional Charges

Any applicable service fees (see Paragraph 13) will be charged regardless of whether you used Bill Pay during the billing cycle. You agree to pay such charges and authorize us to deduct them from your designated Payment Account. Any fees associated with your accounts also apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions

In using Bill Pay, you are requesting us 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 our Service Provider. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned to us;
2. For any amount not reimbursed to our Service Provider within fifteen (15) calendar days of the initial notification, you will pay a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower.
3. You will reimburse our Service Provider for any fees it imposes as a result of the return, including fees it incurs in attempting to collect the amount of the returned payment from you.
4. Our Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Alterations and Amendments

This Agreement, applicable fees and service charges may be changed from time to time. In such event, we will provide notice to you at least 21 days before the change becomes effective. Any use of Bill Pay after we provide you a notice of change will mean you agree to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may make all previous versions obsolete. Consequently, we reserve the right to terminate all previous versions of this Agreement and applications, services, and/or related material and limit access to only the most recent revisions and updates. In addition, as part of the use of ASB Hawaii Online, you agreed to receive all legally required notifications by electronic delivery.

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, phone numbers and email addresses. Changes to your contact information or your Payment Account can be made by contacting us as instructed in Paragraph 1. Change your Payment Account by following the procedures outlined in Bill Pay's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. We are not responsible for any payment processing errors or fees you incur if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel Bill Pay, you may contact us as indicated in Paragraph 1.

Any payment(s) that were already processed before the requested cancellation date will be completed. All Scheduled Payments including recurring payments will not be processed once Bill Pay is cancelled. We may terminate or suspend Bill Pay service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller you designated. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments

In using Bill Pay, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller's account number is not valid; Biller is unable to locate your account; or your Biller account is paid in full. We will use our 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 our Service Provider.

Information Authorization

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

16. INFORMATION ABOUT ASB HAWAII MOBILE

ASB HAWAII MOBILE EQUIPMENT REQUIREMENTS

Our Mobile Apps and Mobile Web modes have been designed to run on an operating system that meets the following minimum requirements:

- Android – 2.2, 2.3, 4.0 or higher
- iPhone – iOS 5.1.1 and above
- iPad – iOS 6.0.1 or higher

Mobile Text Banking requires a text enabled mobile phone.

ASB HAWAII MOBILE ELIGIBILITY

To use ASB Hawaii Mobile, you must meet the following eligibility requirements. You must be:

- A current ASB Hawaii Online customer.
- An individual resident of the United States who can form legally binding contracts under applicable law. ASB Hawaii Mobile is not offered to minors.

By using ASB Hawaii Mobile, you represent that you meet these requirements and that you agree to be bound by this Agreement.

PROTECT YOUR PERSONAL INFORMATION

It is your responsibility to take all possible measures to protect access to your personal information via your mobile phone and/or tablet. We recommend that you password-protect your device, use anti-virus/theft protection software, and ensure that you are using the most current version of your device operating system, browser, and ASB Hawaii Mobile applications. We also recommend that you do not leave your device unattended when you are logged in to ASB Hawaii Mobile and to immediately log off from the service when you have completed your session.

To use ASB Hawaii Mobile, your personal information must be transmitted over your mobile service provider's network. We do not control the security of those networks and cannot ensure the security of your information during the transmission. Once ASB receives your transmission, our security policies will apply.

REPORTING A LOST OR STOLEN DEVICE

If you are registered to use text banking and your mobile device is lost or stolen, you should disable your phone through ASB Hawaii Online's mobile tab or contact us immediately and we can disable the mobile telephone number assigned to the lost or stolen mobile phone to prevent it from accessing your accounts. You should also contact your mobile service provider immediately to stop all wireless services for the lost or stolen mobile phone.

ASB HAWAII MOBILE FUNCTIONALITY

With ASB Hawaii Mobile, the following services are available:

- ASB Hawaii Mobile Text allows you to view your checking, savings, loan and CD account balances; view recent account activity; transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments); cancel a one-time future-dated transfer; and receive alerts.
- ASB Hawaii Mobile Web allows you to view your checking, savings, loan and CD account balances; view recent account activity; transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments); cancel a one-time future-dated transfer; receive alerts; schedule payments from your checking account to payees you have already set up through ASB Hawaii Online; view or cancel scheduled bill payments; and locate ASB branches and ATMs.
- ASB Hawaii Mobile App allows you to view your checking, savings, loan and CD account balances; view recent account activity; transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments); cancel a one-time future-dated transfer; receive alerts; schedule payments from your checking account to payees you have already set up through ASB Hawaii Online; view or cancel scheduled bill payments; locate ASB branches and ATMs using the GPS functionality of your smartphone and/or tablet; and make check deposits to your checking or savings account using the camera on your mobile phone and/or tablet using ASB Hawaii Mobile Deposit. Android users must enable

Google Locations on their mobile and/or tabletphone to use the branch and ATM locator feature.

You cannot do the following using ASB Hawaii Mobile:

- Cancel an entire series of transfers. You must cancel the series using ASB Hawaii Online.
- Add bill payment payees. Your bill payment payees must be managed through ASB Hawaii Online.
- Make a principal-only payment/transfer to a loan. Use the payment function in ASB Hawaii Online to make a principal-only payment.

Transfers

The terms and conditions related to transfers discussed for ASB Hawaii Online in this Agreement also apply to transfers made using ASB Hawaii Mobile.

Bill Pay

When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date shown on your Biller statement unless the Due Date does not fall on a Business Day. If the actual Due Date is not a 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 before any late date or grace period. ASB Hawaii Mobile may will not identify the earliest possible Payment Date.

Other terms and conditions related to Bill Pay (see Paragraph 15) apply to bill payments made using ASB Hawaii Mobile.

ASB Hawaii Mobile Deposit

ASB Hawaii Mobile Deposit allows you to make deposits to your checking, savings, or money market savings accounts by taking a picture of your check using the ASB Hawaii Mobile App and sending it to us for deposit into your ASB account.

We reserve the right to impose any eligibility requirements on the use of ASB Hawaii Mobile Deposit at any time.

▪ Eligible Deposit Items

When using ASB Hawaii Mobile Deposit, you agree to deposit only personal, business, cashier's, travelers and US government checks, and US money orders that are payable to you and are drawn on a US financial institution.

You also agree that you will not deposit the following:

- "Substitute checks" 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";
- Checks that are not payable to you;
- Checks that contain any alterations;
- Checks that are fraudulent;
- Checks that have already been deposited;
- Checks that are not payable in United States currency or not drawn on a US financial institution;
- Checks that are dated more than 6 months before the deposit date (stale dated);
- Checks that are dated after the deposit date (post-dated); and
- Checks that are drawn on the account into which the check is being deposited.

You agree that you will:

- Deposit only eligible checks, as described above.
- Not transmit the same check more than once and you will not deposit or otherwise negotiate the original check.

Availability of Funds

If you deposit a check using ASB Hawaii Mobile Deposit 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 postal service 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 ASB Hawaii Mobile Deposit, you should confirm that your 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.

Deposit 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 ASB Hawaii Mobile Deposit. 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 (Oahu) or 1-800-272-2566 (Neighbor Islands or Mainland).

Reporting Errors

You agree to notify ASB of any suspected errors regarding items deposited using ASB Hawaii Mobile Deposit no later than 60 days after the applicable ASB account statement is sent to you to minimize your liability for errors.

Access Code:

WELCOME