

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 services (“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, [Zelle Terms of Service](#), [Bill Pay Terms of Service](#), [ClickSWITCH Terms of Use](#) 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 ninety 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, F.S.B., P. O. Box 2300, Honolulu, HI 96804-2300. Or send us a secured message via Online Banking.

If you believe that your access has been compromised (that is, 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 & ELECTRONIC SIGNATURES

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 including advance consent to the use of electronic records and signatures. Your consent to the use of electronic records and signatures applies to any transaction requiring your authorization or signature that you initiate through Online Banking. 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 1280pixel width. Minimum software requirements include Microsoft Windows 10; Mac OS X 10.15 and later. You must use a computer or device that has available browser updates applied for improved security that provide anti-virus and spyware protection and internet connection with a minimum of 1 Mbps download speed. Note: Satellite connections often have difficulty supporting encrypted, Hypertext Transfer Protocol Secure (HTTPS) applications and may exhibit slow responses. Please refer to the [Online Banking setup page](#) for minimum browser requirements. JavaScript is required. Cookies are required. Online Banking services are only accessible via the browsers listed above. Browsers must support Secure Sockets Layer technology and 128-bit encryption. See Section 6 for Online Banking Mobile banking system requirements.



4. DEFINITIONS.

To make this Agreement easier to read, we have 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, or 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, F.S.B.

“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 the following:

1. View your checking, savings, loan, Certificate of Deposit (CD) and ASB Individual Retirement Account (IRA) account balances;
2. View recent account activity;
3. Review and print transaction registers and statements for your deposit accounts;
4. Confirm deposits and withdrawals posted to your deposit accounts;
5. Transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments);
6. Make payments from your checking and savings accounts to certain ASB loan accounts;
7. Make check deposits to your checking or savings accounts using the camera on your mobile phone and/or tablet using the App;
8. Obtain advances from your eligible line of credit accounts and deposit them into your checking or savings accounts;
9. Download the transaction history for your accounts;
10. Receive alerts;
11. Order checks;



12. Ask us questions about Online Banking using our secured Message Center;
13. Request a stop payment for a check you wrote on your checking account;
14. View your account statements online;
15. Schedule payments from your checking account to payees;
16. Transfer funds from and to your deposit accounts from Authorized External accounts
17. Send funds to a Recipient;
18. 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;
19. Use the ClickSWITCH service to set up automatic transactions (including online payments, automated payments, and direct deposits); and/or
20. 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 have a login ID and password so that you may access your accounts through Online Banking. You are personally responsible for the confidentiality of your login ID, password and all Online Banking transactions. If you disclose your login ID and password to anyone, you understand that you have given that person access to your account(s) by way of Online Banking and that you may be responsible for any subsequent transactions, subject to limitations provided by law. **You confirm that you reviewed Online Banking's security procedures, and based on that agree that they are commercially reasonable methods of providing security against unauthorized payments and transfers.**

You must notify us immediately 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. Contacting us at the telephone numbers listed in Section 2 or by sending a secure message via Online Banking is the best way of keeping your possible losses down.

- 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 unauthorized transaction. In those situations, contact us using one of the methods 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 initiate an e-mail, cell phone text message, or phone call and ask you to reveal any private information, including your account information. If at any time you receive an e-mail that you feel is questionable, please contact us at the telephone numbers listed 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 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.** Please refer to the [Online Banking setup page](#) for minimum browser and operating requirement. Minimum camera resolution compatibility: five 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 Online



and Mobile Banking Services. Online and Mobile Banking Services are only accessible via the browsers listed in the Online Banking Setup page above.

- 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 you did not authorize it.
- 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 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 unless 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 (that is, checks lacking the original signature of the person authorizing the check);
- c. Substitute checks (that is, 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 (for example, 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 six months old;
- g. Checks drawn on a foreign bank or payable in a foreign currency;
- h. Checks drawn on the account into which the check is being deposited;
- i. Registered government warrants;
- j. Checks you suspect may be fraudulent or not properly authorized; or
- k. 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. 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 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:

- a. You have the legal right to deposit and negotiate the Check, regardless of the name of the payee shown on the Check;
- b. You are the holder of the Check, and the person entitled to enforce it;
- c. The images and information that you transmit accurately represent all the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission;
- d. 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;

- e. 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;
 - f. 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 (for example, 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;
 - g. No Check will be presented for deposit or payment more than once;
 - h. The Check is not prohibited (see Section 6);
 - i. You will only use the service for lawful purposes and in compliance with applicable law; and
 - j. 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. Hawaii Standard Time on a business day, the amount of the check or a minimum of \$275, or amount required by law, (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 E-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 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 during business hours.
- 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:

- a. Your actions or omissions, or those of third parties who are not within our immediate and reasonable control;
- b. Your negligence or breach of any agreement with us;
- c. Any ambiguity, inaccuracy, or omission in any information provided to us;
- d. 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;
- e. Accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (for example, from fire suppression systems), or Acts of God;
- f. Causes beyond our reasonable control;
- g. Our inability to confirm to our satisfaction the authority of any person to act on your behalf;
- h. Your failure to provide us with complete and correct Check images and data in accordance with this Agreement and our service instructions;
- i. The return of any Check by the institution upon which it is drawn;
- j. The unavailability of the service for any reason;
- k. Any information that is lost, intercepted, or destroyed during its transmission to us; or
- l. Limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines.

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 (for example, 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, e-mail 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 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:

- a. You agree to receive the account statements you designate by electronic delivery and in electronic form;
- b. You confirm that you can access, print, and/or save all the information provided to you in electronic form. eStatements will be provided in Portable Document Format (PDF) and require Adobe Acrobat Reader. Your confirmation applies regardless of whether you elect to use your own personal computer or any other computer;
- c. Your consent will be effective for as long as you use the eStatement service for the account(s) you designate. You may unenroll at any time through Online Banking or by contacting us using one of the methods listed in Section 2;
- d. 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; and
- e. 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 enroll and receive eStatements, you will receive your current cycle's paper statement (if applicable) as well as an eStatement. Beginning the next cycle, you will NOT receive a paper statement by postal mail. You will receive only eStatements. Any applicable fees related to paper statements will be discontinued effective with the statement cycle following enrollment of eStatements.

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

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.

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.

- i. **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 more than the limits will “fail” and not process.

ii. **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;
- To verify the existence and condition of your account to a third party, such as a credit bureau or merchant;
- If you fail to pay amounts you owe;
- 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.

iii. **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.

iv. **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.

v. **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 two 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.

- a. **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.
- b. **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. 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 more than the limits will fail and not process.

10. BILL PAY SERVICE

Bill Pay service allows you to send one-time or recurring payments to a Recipient with an account at a U.S. financial institution. Click [here](#) for Bill Pay terms of service. If there is an inconsistency between the Agreement and the terms of service, the terms of service shall prevail.

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.



ASB Checking Account	Service Fee	Fast Pay ¹
Kalo Essentials	NONE	\$10.00/payment
Kalo Plus	NONE	\$10.00/payment
Kalo Deluxe	NONE	\$10.00/payment
Biz Essentials	NONE	\$10.00/payment
Biz Plus	NONE	\$10.00/payment
Biz Deluxe	NONE	\$10.00/payment
All Other Checking	\$5.99/month	\$10.00/payment

¹The bill pay option to make same-day electronic payments to eligible billers.

11. ZELLE SERVICE

Zelle service allows you to send one-time or recurring 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. Click [here](#) for Zelle terms of service. If there is an inconsistency between the Agreement and the terms of service, the terms of service shall prevail. Only use Zelle with people you trust, and always make sure you are using the correct mobile number or email address. You cannot cancel a payment once it has been sent if the recipient is already enrolled with Zelle. Zelle does not offer purchase protection. If you authorize a payment to be sent to the wrong person, you may not get your money back. American Savings Bank, F.S.B. IS NOT AUTHORIZED, ENDORSED, OR SPONSORED BY EARLY WARNING SERVICES, LLC- OWNER OF Zelle® Marks.

12. CLICKSWITCH SERVICE

ClickSWITCH service allows you to set up automatic transactions (including online payments, automated payments, and direct deposits) with an ASB account using your personal computer or mobile device. You provide information to ClickSWITCH from your mobile phone, desktop, laptop, or other computer. Click [here](#) for ClickSWITCH terms of use. If there is an inconsistency between the Agreement and the terms of use, the terms of use shall prevail.

13. 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 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 you to you 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 AND DISPUTES" 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 "ADDITIONAL PROVISIONS APPLICABLE TO SOLE PROPRIETORS" 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 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.

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 is how:

- Login to Online Banking, select "Additional Services," then "Stop a Check 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. Hawaii Standard Time, Monday through Friday, and from 9:00 a.m. to 3:00 p.m. Hawaii Standard Time on Saturday and Sunday.
- Or visit any of our branches
- Or write to us at: American Savings Bank, F.S.B., Attention: Disputes, P. O. Box 2300, Honolulu, HI 96804-2300

We must receive your request three 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 fourteen 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 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.

G. CONSUMER ERRORS AND DISPUTES

1. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS.**
Contact us using one of the methods listed in Section 2 as soon as you can, 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. We must hear from you no later than sixty calendar days after we sent you the FIRST statement on which the problem or error appeared. When reporting an error or requesting more information:
 - 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 ten Business Days. We will determine whether an error occurred within ten Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five calendar days to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within ten 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 ten Business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety calendar days to investigate your complaint or question. For



new accounts, we may take up to twenty business days to credit your account for the amount you think is in error.

We will tell you about the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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, e-mail 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;
- 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. Tell us AT ONCE if you believe your card or access code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting us at the telephone numbers listed in Section 2 or by sending a secure message via Online Banking is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or the of your card or access code, you can lose no more than \$50 if someone used your card or access code without your permission. If you do NOT tell us within two business days after you learn of the loss or the of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, access code or other means, tell us at once. If you do not tell us within sixty days after the statement was mailed to you, you may not get back any money you lost after the sixty days if we can prove that we could have stopped someone from taking the money if you had told us in me. If a good reason

(such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

14. 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 contacting us using one of the methods listed in Section 2. If you fail to notify us of discrepancies or errors within fourteen 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 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, 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 dues 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.



15. 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.

16. 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.**

17. 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.

18. 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.

19. SERVICE OUTAGES

Although the Online Banking services are generally available twenty-four hours a day, seven days a week, at certain times such as during maintenance periods or system outages, some or all 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.

20. SUSPENDING, BLOCKING OR TERMINATING 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 username and password for a continuous period of three 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 behalf. However, termination will result in a loss of transaction history information about your Accounts and Bill Pay Payee information stored on the Services.

21. 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 an electronic or telecommunications service used in connection with the acceptance and processing of transfers and Bill Pay payments.

22. 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.

23. 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.

24. 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 using one of the methods listed in Section 2 and include a description of the information and why you feel it is inaccurate.

25. SEVERABILITY

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

26. 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).

27. GOVERNING LAW

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

28. 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 constitutes 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, and you further agree that product descriptions, explanations of services, Frequently Asked Questions, glossary of terms and helpful hints provided at 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.

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