

DEBIT CARD DISCLOSURE

In this disclosure the "I", "me" and "my" mean each and all of us who have applied and signed for a debit card. The words "you" and "your" refer to Pearl Hawaii Federal Credit Union (PHFCU).

1. To support my request I have given my application, which you can keep. I understand however, that all debit cards you issue at my request will be in legal effect one card, which after this I will just call the "card". All the information in my application is true and correct. In addition, it is okay with me if you ask my employer and anyone else you want from time to time, about my finances and income.

My request for a debit card: I have asked you to issue me a debit card and replacement for it from time to time at your option. I have also asked that the debit card you issue to me be encoded and validated so that it can be used to access my PHFCU savings and/or checking account with you through any First Hawaiian Bank ATM and in designated automated teller machines (ATMs) of certain other financial institutions. The machines at which the debit card can be used are ATMs which are under the PLUS System and ACCEL Systems. In this disclosure, when you use the term "ATM" it means both First Hawaiian Bank ATM or other ATMs. I may only access my checking account when using my card to purchase merchandise or services from an authorized vendor.

2. Use of my Debit card: If you issue the card to me, I agree to sign it and to use it the way this Disclosure says.
 - A. To access my PHFCU saving and /or checking account through a machine as further described in this Agreement: and
 - B. To make purchases and withdrawals from participating merchants as I would with checks: I can use my card to make purchases and cash withdrawals just as I would with checks on my account. When I opened my account I signed a member account agreement card, which was a legal agreement. I agree that I will continue to maintain my account with you and that this disclosure amends the member account agreement card for my account. I know, however, that my account and everything I deposit in it continues to be subject to all your rules and regulations, including the ones about dividends and special handling charges. I authorize you to debit or credit my account as appropriate for the total amount of any drafts or cash withdrawals originated by my proper use of my card. Each debit entry originated by my proper use of my card will be handled exactly like and the same legal effect as a check written on my account. Each credit entry arising out of a transaction originated by my proper use of my card will be handled exactly like, and with the same legal effect as, a deposit to my account.
3. Proper use of my card for purchases and cash withdrawals:
 - A. this is what "my proper use of my card" means for purpose of purchase and cash withdrawals:
 - A sales draft or cash withdrawal draft that was identified by imprinting it with my card or by writing my card's number on it: and
 - The sales draft or cash withdrawal that was completely filled out, and the amount of it is no greater than any limit that you may establish for my use of my card from time to time (**the current limit is \$2500.00 per day or the available balance in my checking account which ever is less**), and
 - I placed one authorized signature on the sales draft or cash withdrawal draft, or if done by mail or telephone call, I authorized the origination of the sales draft or cash withdrawal draft without any such signature.
 - B. You will not charge me a fee for using my debit card at participating merchants if I sign a sales draft provided by the merchant. However, using my Debit card with my Personal Identification Number (PIN) may result in a \$1.00 per transaction charge.
 - C. Waiver of Stop Payment and Return of Drafts: I waive all rights to stop payment on any sales draft or cash withdrawal draft originated by my proper use of my card. I agree that you need not return with my account statement the original, copy or facsimile of any sales draft or cash withdrawal draft originated by my proper use of the card. I agree to notify you AT ONCE of any erroneous, improper or unauthorized entry on my account.
4. Promise to pay: Liability for authorized use and unauthorized use: Loss of card: I will pay to you on demand any debit balance on my account along with any overdraft charges due, if such debit balance arose from entries and charges that I authorized. A debit balance which activates my Line of Credit Account (if available) will be repaid under my PHFCU Line of Credit Agreement. I will be liable for all PHFCU Line of Credit funds extended to any authorized person using my card. I agree that you may presume, without fear of contradiction, that any credit extended to any minor who is a member of my family by use of my card shall be for a necessity of life which in general, refers to items of food, shelter or clothing.

5. Types of terminal service available: I can use my card at terminals for the following purposes, to the extent allowed by law and so long as the terminal is able to perform the transaction.
 - A. Withdraw cash from my account.
 - B. Check the current balance of my account.
 - C. I can use my card and Personal Identification Number (PIN) to withdraw cash from my savings and/or checking accounts by selecting this feature on the First Hawaiian Bank ATM or any other ATMs.

Terminal Transactions

- A. Withdrawal limitations. I understand that I may withdraw up to \$600.00 from a First Hawaiian Bank ATM or any other ATM each time I use my card and I cannot withdraw more than \$600.00 from a First Hawaiian Bank ATM or any other ATM in any one day.
- B. Charges for use of terminals. I will not be charged for the first 5 transactions per month thereafter I will be charged the following:
 - 1) \$1.00 for each withdrawal or denial
 - 2) \$1.00 for each transfer or balance inquiryI further agree that you may change these charges or add new charges from time to time. You will tell me if you do so. I authorize you to deduct the charges from my account. First Hawaiian Bank ATM dispense cash in increments of \$20.00. The increments in which cash is dispensed will vary with the terminals that are used.
- C. Authorized Use. I will be liable for all withdrawals and other transfers by any authorized use of my card in a terminal. I agree that by disclosing to someone the PIN you will assign me, I am authorizing them to use my card to do anything that I could do.

General

- A. Unauthorized use of card. I will prevent any unauthorized person from using my card, and I will not disclose to any unauthorized person my PIN nor write it on my card. Only signers on the Debit Card Application(s) are authorized to use the card. I will tell you AT ONCE, day or night, if I believe my card has been lost or stolen. If I tell you within two (2) business days after I learn of the loss or theft of my card. I can lose no more than \$50.00 if someone used my card without my permission. If I do not tell you within two (2) business days after I learn of the loss or theft of my card and you can prove you could have stopped someone from using my card without permission, if I had told you, I could lose as much as \$500.00. Also if my statement shows transfers that I did not make, I will tell you AT ONCE. If I do not tell you within 60 days after the statement was mailed or delivered to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time. If a good reason (such as a long trip or hospital stay) kept me from telling you, you will reasonable extend the time periods.

OVER

B. Telephone Number and address: business days.

If I believe my card has been lost or stolen or that someone has transferred or may transfer money from my account without permission, I will call you at 737-4328 (Oahu) or 1-800-987-5583 (neighbor islands & mainland) or (866)328-38883 (After business hours) or write to:

Pearl Hawaii Federal Credit Union
94-449 Ukee St.
Waipahu, HI 96797

I understand that your business days are Monday through Friday from 8:00 am - 6:00 pm and Saturday from 8:00 am - 3:00 pm. Holidays not included.

- C. Overdrafts. I will not use my card to make any withdrawal from my checking account that exceeds that balance in it. I won't let anyone else make any such withdrawal either. If either I or any other authorized user makes such a withdrawal, you may treat the excess amount of it as an overdraft in my account and a fee may be charged.
- D. Processing Time. Since I understand that it takes time to process a transaction, I recognize that you may not be able to process a transaction made on a holiday or after regular business hours until the next business day.
- E. Documentation of Transfers. I understand that I will get a receipt at the time I make any transfer to or from my account using a terminal. I will also get a monthly account statement even if there are no transfers in a particular month.
- F. Dispute with seller. I will try to settle directly with the seller whatever disputes I may have concerning the seller's charges for goods or services that I pay for using my card.
- G. Change of Terms. You can change the terms of this disclosure at any time. The new terms will apply to new purchases and cash withdrawals, and terminal withdrawals and other transfers, and also to those still in process at the time the changes are effective. You will mail or deliver to me the new form of the Debit Card disclosure or some other written notice of changes (unless the change is for my benefit) at least 21 days before the changes takes effect or with my next regularly scheduled statement sent to me by you, or before the first use of the card.
- H. Termination. You may terminate my right to use my card at any time without notice, and I agree that the card is your property and to deliver it back to you on demand.

Foreign Transactions

I agree to pay you in United States currency for purchases and cash withdrawals I incur in any other currency. foreign transactions are converted to United States currency in accordance with applicable Master Card International Operating Regulations and a fee may be imposed for the conversion service. the amount of the foreign transaction conversion fee will be determined by MasterCard International Operating Regulations. Since conversion from Foreign to United States currency may occur after the date of the transaction, the conversion rate may be different from the rate in effect at the time of the transaction. I agree to pay you the transactions amount as converted, as well as any conversion fees which are imposed.

IN CASE OF ERRORS OR QUESTIONS ABOUT MY ELECTRONIC TRANSFERS

I understand that I should direct inquires to: Pearl Hawaii Federal Credit Union
94-449 Ukee St.
Waipahu, HI 96797
or by calling 737-4328 (Oahu) or 1-800-987-5583 (neighbor island or mainland)

This is also the address shown on the front of my statement. I understand that I must call as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transfer listed on the statement or receipt. I know that you must hear from me no later than 60 days after you have sent the FIRST statement on which the problem or error appeared. I will:

1. Tell you my name and account number.
2. Describe the error or transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information.
3. Tell you the dollar amount of the suspected error.

If I tell you orally, I understand that you may require that I send you my complaint or question in writing within 10 business days.

You will tell me the results of your investigation within 10 business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 days to investigate my complaint or question. If you decide to do this you will recredit my account within 10 business days for the amount I think is in error, so that I will have the use of the money during the ime it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within 10 busines days, I agree that you need **not** recredit my account.

If you decide there was no error, you will send me a written explanation within 3 business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation. If you have previously recredited my account, you can charge back to it the amount of the recredit, subject to certain conditions imposed by law. If my question is a routine inquiry about the balance in my account, or a request for duplicate copies of documentation or other information that is made only for tax or other record-keeping purposes, you need not consider my question or request as an error, and your response may take longer than the time periods stated above.

- A. Liability for failure to make transfers. If you do not complete a transfer to or from my account according to your disclosure with me, you will be liable for losses or damanges. However, there are some exceptions. You will not be liable, for instance;
1. Of through no fault of yours, I do not have enough money in my account to make the transfer.
 2. If the transfer would go over the credit limit on my PHFCU Line of Credit
 3. If the terminal where I am making the transfer does not have enough cash
 4. If the terminal or the system was not working properly, and I knew about the breakdown when I started the transfer
 5. If circumstances beyond your control (such as fire or flood) prevent the transfer, despite reasonable precautions that you have taken
 6. If my account I am trying to access is blocked by yourself or by a garnishment, a tax lien, a court order or any other legal matter
 7. If your liability is otherwise limited by government regulation
- B, Account Information Disclosure. You may disclose information to third parties about my account or the transfers I make:
1. When it is necessary for completing transfers
 2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant
 3. In order to comply with government agency or court orders.
 4. If I give you my written permission