

Pearl Hawaii Federal Credit Union
Online Banking and Mobile Banking Agreement and Disclosure

Please read this information and print a copy
or retain electronically for your records.

Before enrolling in ***Pearl Hawaii Federal Credit Union's*** Online Banking and Mobile Banking service ("SERVICE"), please review the policies and regulations that will apply to your accounts and transactions.

In this Agreement and Disclosure, the words "you" and "your" mean any of the Account holders in whose name the Account is held. The words "we", "us", "our", "Credit Union", and "PEARL HAWAII FEDERAL CREDIT UNION" mean ***Pearl Hawaii Federal Credit Union***. The word "Account" means any one or more savings or other accounts you have with the Credit Union.

1. Acceptance and Agreement

This Agreement and Disclosure (the "Agreement") applies to your use of the SERVICE. It governs electronic access to any additional online, mobile or other electronic service(s) that the PEARL HAWAII FEDERAL CREDIT UNION currently makes or in the future may make available via electronic access and which you are currently or in the future may access or otherwise use ("Electronic Service"). In order to access an Electronic Service, you must request each service individually by agreeing to the terms and conditions pertaining to such service.

Your enrollment in SERVICE signifies your receipt of the disclosures and your agreement to be bound by the terms contained in this Agreement. Anyone using SERVICE and other Electronic Services shall indemnify, defend and hold **Pearl Hawaii Federal Credit Union** harmless for any violation.

This Agreement supplements, but does not replace, the Electronic Services Agreement and other information applicable to your PEARL HAWAII FEDERAL CREDIT UNION deposit accounts, including your Terms and Conditions Agreement, all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions and the terms and conditions of any credit agreements applicable to your PEARL HAWAII FEDERAL CREDIT UNION loan accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions.

You agree that, when you use the Mobile Banking Service, you remain subject to the terms and conditions set forth in this Agreement as well as those terms and conditions in effect with any unaffiliated service providers, including, but not limited to, your mobile phone service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of the Mobile Banking Service (such as data usage or text messaging charges imposed upon you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services, and you also agree to resolve any issues or problems you may have with your provider directly with the provider without involving the Credit Union. You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

2. Electronic Communication Disclosures

Electronic Signature

By selecting “Accept” you are signing this Agreement electronically and you agree that doing so is the legal equivalent of you manually signing this Agreement and that you will be legally bound by its terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or to otherwise provide the PEARL HAWAII FEDERAL CREDIT UNION instructions via Electronic Access, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures, or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing (your “Electronic Signature”). You also agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between you and the PEARL HAWAII FEDERAL CREDIT UNION. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. Because enrollment for the SERVICE can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. The Credit Union reserves the right to provide information and notices about Online Banking, Mobile Banking, and other Electronic Services to me by non-electronic means.

Valid and Current E-Mail Address, Notification and Updates

Your e-mail address is required in order for you to obtain Electronic Services. The PEARL HAWAII FEDERAL CREDIT UNION may notify you through e-mail when a Communication or updated agreement pertaining to Electronic Services is available. It is your responsibility to use SERVICE regularly to check for updates to Communications and also to check for updates to this Agreement and any other agreement for Electronic Services to which you are a party. To ensure that you continue to receive any such e-mail notice pertaining to Communications or an agreement pertaining to Electronic Services, you agree to keep the PEARL HAWAII FEDERAL CREDIT UNION informed of any changes in your e-mail address. You may modify your e-mail notification address by accessing SERVICE.

3. Technical Requirements, Equipment and Software, System Availability

To use the Online Banking Service, you must have access to the Internet through an Internet Service Provider (ISP). You must also use a supported version of one of the following browsers: Internet Explorer, Firefox, Safari or Google Chrome. Your browser is recommended to have at least 256 bit encryption. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment.

In order to access the Mobile Banking Service, you must use a mobile device serviced by a certified mobile carrier. Your wireless device must be enabled to receive and transmit data, and must include texting functionality that allows up to 160 characters (including spaces) in a single message. The Credit Union does not guarantee that your mobile device or mobile phone service provider will be compatible with the Credit Union’s Mobile Banking Service. To use Android™ or iPhone®, your device must have a data plan and/or your device must be able to access the Internet. Your device must be on the supported version developed for this Service.

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported on all mobile devices. The Credit Union cannot guarantee and is not

responsible for the availability of data services by your mobile carrier, such as data outages or “out of network” issues.

Personal computers, mobile phones, tablets and other devices (“Access Device”) with Internet capabilities may be susceptible to malware. You are responsible to ensure your Access Device is protected from and free of malware which could result in damage to programs, files and/or your Access Device and could result in information being intercepted by a third party. The Credit Union will not be liable for any indirect, incidental, special or consequential damages which may result from such malware. The Credit Union will also not be responsible if any non-public personal information is accessed via the SERVICE due to any malware residing or being contracted by your Access Device at any time or from any source. The Credit Union is not responsible for errors or delays or your inability to access the service caused by your Access Device. We are not responsible for the cost of upgrading your Access Device to remain current with the SERVICE. We are not responsible for any damage to the mobile device or data within.

The SERVICE is not certified to operate for users trying to access it while outside the United States.

You must have access to Adobe Acrobat Reader software (available at no charge at www.adobe.com), a printer or ability to download the eStatements for your records.

4. Online Banking and Mobile Banking Service

Subject to the terms and conditions of this Agreement, you may access the SERVICE to:

- View account and loan balances for each of your selected Accounts, excluding certain mortgage loans with escrow services;
- View available account and loan histories for each of your selected Accounts, excluding Kasasa loans, and certain mortgage loans with escrow services;
- Download account and loan histories to your computer’s hard drive for use with financial software such as Quickbooks, Quicken, Microsoft Excel or compatible spreadsheet applications (you are responsible for confirming that any data is transferred correctly);
- Transfer funds between your Accounts and loans in your selected Accounts, excluding Kasasa loans and certain mortgage loans with escrow services;
- Transfer funds from your Accounts and loans in your selected Accounts to your external accounts at other financial institutions;
- Transfer funds from your Accounts and loans in your selected Accounts to another individual’s account at other financial institutions;
- Pay your bills electronically;
- View copies of cleared checks;
- Place a stop payment on a check that is still outstanding;
- Reorder checks;
- View regular monthly and/or quarterly eStatements and annual tax forms, when this Delivery Preference is selected; and
- Enroll in additional Electronic Services.

The Mobile Banking Service is offered as a convenience and supplemental service to our Online Banking Service. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking.

We also reserve the right to modify the scope of Mobile Banking at any time and at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your mobile device and we will not be liable for any losses caused by your failure to properly use Mobile Banking on your mobile device.

5. Account Transfer

You may transfer funds to and from your Accounts where you are a signer, as long as:

- Sufficient funds are available in the transferring Account to complete the transfer; and
- Nothing in the terms and conditions of the Account agreement prohibit the transfer.

Transfers from your Account are subject to all of the transfer restrictions, if any, included in your Account agreement. For example, you are not allowed to make more than six transfers and withdrawals from your savings (Prime Share) account in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, debit card or similar order. You also are not allowed to transfer any funds which are secured as collateral for loans you have with a third party or us.

6. Additional Information about the Services

We may update or delay any or all services referenced in this Agreement to ensure security. We will deny access to the SERVICE if an incorrect password is entered three (3) times. If access is denied, contact the Call Center at (808) 737-4328, (808) 73 PHFCU or 1-800-987-5583 (Neighbor Islands/Continental U.S.). Additional information and instructions on use of the SERVICE may be found in this Agreement.

7. Limitation on Transactions

Unless specified, there is no limit to the number of times you may use Online Banking Services, and you may transfer or authorize payments up to the available balance in your Account at that time. However, we may:

- Set limits on the total dollar amount of any one transaction;
- Set limits on the daily amount of transfers out of the Account;
- Check and authorize each transaction before it becomes final;
- Limit the number of transactions in certain accounts as required by law. For Savings and Money Market type accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers (including overdraft protection transfers) per account to another account of yours or to a third-party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third-party from your account upon oral or written orders including orders received through the automated clearinghouse. You may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend, or close your account.
- We may impose additional limits for security reasons.

We may update or delay any or all services referenced in this Agreement and Disclosure Statement to ensure cost effectiveness and security.

8. Enrollment and Use of Online Banking, Mobile Banking and Electronic Services

For consumer accounts, the primary and joint accountholder may enroll in the SERVICE and other Electronic Services and is responsible for the acts of any joint accountholder. Anyone enrolling warrants and represents that he or she is the primary or joint accountholder and is authorized to enroll in the SERVICE. Anyone using the Account warrants and represents that he or she has full authority to use the SERVICE and to engage in any action taken by him or her. Unauthorized use of the SERVICE, including the use of another individual's personal information, is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Credit Union or its Service Provider may monitor and audit usage of the SERVICE. All persons are hereby notified that the use of the SERVICE constitutes consent to such monitoring and auditing."

For organizational accounts, the SERVICE and other Electronic Services may be established by any authorized user. Anyone with the User ID and Password will be treated as if he or she were the primary accountholder for purposes of the SERVICE and other Electronic Services.

9. Multiple Accountholders and Authorized Users

If the Account ordinarily requires joint action by two or more people to authorize a transaction, you agree that that requirement is deemed waived for any Online Banking, Mobile Banking and Electronic Services. This means that a joint accountholder or an authorized user, acting alone, may effect transactions through the SERVICE and other Electronic Services even though consent by two or more people may be required in other situations.

10. Password Security

In order to access the SERVICE and other Electronic Services, you will need your Username and a Password. You may change your Password within the SERVICE by using the "Forgot or Reset Password" option under "Password Reset." Make sure you enter a password which you can remember but cannot be easily ascertained by anyone else. To help safeguard your password, you should change it frequently.

Because your Password may be used to access information about your Accounts, to transfer money, to send funds to third parties, and perform other services, you should treat your Password and all Account information with the same degree of care and confidentiality that you use to protect other sensitive personal financial data. Do not give your Password to anyone who is not authorized to make transactions on your Accounts. You agree that anyone to whom you provide your Password will be deemed to be authorized to make Online Banking and Mobile Banking transactions on your Accounts, to the full extent provided by law. If you provide your Online Banking/Mobile Banking password to someone, you are providing that person with the ability via the SERVICE to process transactions, access services, obtain account information to **ALL** of your Accounts, review eStatements, apply for loans, and make transfers to third persons through Bill Payment, even if that person would not otherwise have such ability. You will be fully liable for all transactions performed by someone to whom you provide your Online Banking/Mobile Banking password, even if that person exceeds the authority you gave to him or her.

Each Primary and Joint account owner will be required to create their own unique Username and Password. With a single sign on, your login credentials will enable you to access services on **ALL** of your Accounts with us. This includes Accounts that you may own individually and Accounts that you may own in joint. If you provide your Username and Password to another individual, you are providing that person with access to services on **ALL** of your accounts.

You understand the importance of your role in preventing misuse of your Account through the SERVICE and you agree to promptly examine your statements for each of your accounts as soon as you receive them. You agree to protect the confidentiality of your Account and account number, and personal identification information. Notwithstanding the Credit Union's efforts to ensure that the SERVICE is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. The Credit Union cannot and does not warrant that all data transfers utilizing the SERVICE or e-mail transmitted cannot be monitored or read by others. The SERVICE is secured using industry standard technologies and security certificates, with 256-bit encrypted communication. No personal or confidential information is stored on the Access Device or in the mobile web banking application. You agree that the Credit Union does not have control as to the persons who have access to your Access Device and Access Code. The Credit Union will not be liable for any unauthorized access to your Access Device using your Access Code. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your Access Device or unauthorized use of your Access Code. Your access to the SERVICE will be blocked in the event your User ID and Access Code are entered incorrectly on three (3) consecutive attempts.

11. Authorization

You authorize us to debit your Account for any transactions processed through the SERVICE or other Electronic Service, such as Bill Payment, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. If an instruction describes the beneficiary inconsistently by name and account number, execution of the instruction may occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

12. Organizational and Business Accounts

This section applies to Accounts used for business, commercial, organizational, or non-profit purposes and all other Accounts that are not subject to the Electronic Funds Transfer Act (collectively referred to in this Agreement as "Business Accounts"). NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, PROTECTIONS AFFORDED PURSUANT TO LAWS APPLICABLE TO CONSUMER ACCOUNTS DO NOT APPLY TO BUSINESS ACCOUNTS. For example, the limitations of your liability set forth in section 16 below do not apply to Business Accounts except as otherwise required by law. For Business Accounts, you agree to hold us harmless and to indemnify us for any loss, costs or expenses incurred as a result of your use of the SERVICE and other Electronic Services.

For the purpose of this Agreement, a Business Account is any account that is not established and used primarily for personal, family or household purposes. For example, Business Accounts include DBA accounts, accounts held by any type of organization (partnership, limited liability partnership, corporation, limited liability company, nonprofit corporation, association, apartment owner or homeowner association, unincorporated association, religious, educational or charitable organization, etc.), and accounts used for an individual's business or any other non-consumer purpose.

13. Fees and Charges

The current fees and charges for the SERVICE and other Electronic Services are set forth in the Schedule of Fees and are subject to change.

14. Documentation

You will receive a monthly account statement unless there are no transfers in a particular month. You may also generate a printed history of activity while using the SERVICE. In any case you will get a statement of activity at least quarterly.

You are entitled to receive and retain a copy of this agreement and disclosure statement. Unless you inform us otherwise, you consent to electronic receipt of this agreement and disclosure statement, all Account statements, and other notices provided from time to time on our Online Banking Service web site by using our Online Banking Service or Bill Payment Service. You may request a free paper copy by calling PEARL HAWAII FEDERAL CREDIT UNION at (808) 737-4328, (808) 73 PHFCU or 1-800-987-5583. You may revoke your consent in writing by contacting us by:

E-Mail Via the Online Banking Service Secure Message, a secure messaging system.

Or U.S. Mail at

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

15. Confidentiality and Account Information Disclosures

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

- As necessary to complete transfers; or
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
- To comply with a government agency or court orders; or
- If you give us your written permission; or
- Pursuant to our privacy policy in accordance with applicable law.

If you believe that we have reported inaccurate information about your Account to a consumer reporting agency, write to us at the above address. Please include your name, account number and a description of the suspected inaccuracy.

16. Pearl Hawaii Federal Credit Union Liability

Access to the SERVICE may be temporarily unavailable from time to time due to system updating, maintenance or technical difficulties. You agree that the Credit Union will not be liable for delay in transfers or payments in such cases. If we do not complete an electronic fund transfer to or from your Account in time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, you do not have enough money in your Account to make the electronic fund transfer;
- If any funds in your Account necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy;
- If the funds in your Account are pledged as collateral or frozen because of a delinquent loan;
- If the electronic fund transfer would go over your overdraft protection credit limit;

- If, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party;
- If the funds in your Account are subject to legal process or other encumbrances restricting the electronic fund transfer;
- If your computer, Access Device, modem, software, or Internet access is not working properly or you do not have the required software for Internet access;
- If our processing system was not working properly and you knew about the problem when you started the electronic fund transfer;
- If circumstances beyond our control (such as fire or flood) prevent the electronic fund transfer, despite reasonable precautions that we have taken;
- If you have not provided us with correct and complete information about the payee;
- If the payee is not a valid business payee;
- If you did not timely provide us with correct instructions as to when to make a payment;
- If the payee, on its own, mishandles or delays processing the payment sent by us;
- If you have Bill Payment service, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by us. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- If this Agreement is terminated;
- If the authorization for your electronic fund transfer is revoked by law or court order (in case of death or incompetence, for example); or
- If other exceptions are provided in other agreements we have with you or by applicable law.

We will not be required to complete any transaction in a situation described above. In the event that such a transaction is completed, you agree to pay us that amount that exceeds your Account balance or your line of credit or that is otherwise improperly withdrawn immediately upon request.

A cash withdrawal which activates your line of credit/overdraft protection account will be repaid in accordance with the terms of your loan agreement. We may also limit or refuse to complete your electronic fund transaction for security reasons.

17. Changing This Agreement

We have the right to change the terms of this Agreement from time to time. We will notify you as required by law.

18. Enforcement

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you.

19. Collection Expenses

If we ever have to file a lawsuit to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on appeal, bankruptcy proceedings, and any post-judgment collection actions.

20. Evidence

If we go to court for any reason, we can use a copy, microfilm or microfiche of any document to prove what you owe or that a transfer has taken place. A copy, microfilm or microfiche will have the same validity as the original.

21. Headings

The section headings used in this Agreement are for convenience only and shall not limit or affect the terms of this Agreement.

22. Governing Law

You acknowledge and agree that this Agreement was created in the State of Hawai`i, and shall be governed by and construed in accordance with the laws of the State of Hawai`i (without regarding to conflict of law provisions). Any action with respect to this Agreement or any Electronic Service may be brought or transferred to federal or state courts located in Honolulu, Hawai`i.

23. Waivers

No delay or omission by us in exercising any rights or remedies under this Agreement and Disclosure Statement shall impair or be construed as a waiver of such right or remedy. All waivers must be in writing and signed by us.

24. Contact Information

You can call PEARL HAWAII FEDERAL CREDIT UNION at (808) 737-4328, (808) 73 PHFCU, or 1-800-987-5583 during normal business hours, excluding holidays.

If you have questions about using the SERVICE, you may send your questions to us via the SERVICE's Secure Message, a secure messaging system.

We may not immediately review communications that you send. We will not take action based on requests sent via the SERVICE's Secure Message until a PEARL HAWAII FEDERAL CREDIT UNION employee reads the communication and has a reasonable opportunity to act. If you need to contact PEARL HAWAII FEDERAL CREDIT UNION immediately, you may contact us at the telephone numbers listed above, or visit any branch.

25. Notices

All notices from us will be effective when we have electronically provided, mailed or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in this Agreement. If more than one person holds the Account, notice to or from one of the Account holders will be effective for every Account holder. We reserve the right to change the terms and conditions upon which the service is offered.

We will notify you at least twenty-one (30) days before the effective date of a change that may have a negative impact on you. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

It is important that you inform PEARL HAWAII FEDERAL CREDIT UNION if your e-mail address changes. We may send you important information by e-mail. Please note, however, that we will never contact you by e-mail, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

26. Logging On and Logging Off of the SERVICE

It is important that you close all other Windows before accessing the SERVICE (or other Electronic Services), and that you not open other Windows while you are logged on to any Electronic Service. It also is important that you end each session by properly logging off of each Electronic Service and closing the Window for the Electronic Service. Having other Windows open while you are logged on to an Electronic Service, or failing to log off of an Electronic Service and close the Window properly, may increase the risk of unauthorized access to your Account.

27. Security

You understand and agree that we do not guaranty the security of the Internet and shall not be responsible for any unauthorized third party interception or use of any information sent or received electronically. You agree that we have no liability to you for any loss, claim or damages arising out of or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity of or to verify any e-mail or other electronic communication. Further, we may respond to any e-mail at the address provided in the communication, or any e-mail address provided in our account records. We have the right to require authentication of e-mails or electronic communications, but are under no obligation to do so.

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 the use of the SERVICE or arising any way out of the installation, use or maintenance of any software, or otherwise caused by us or any of our service providers. We also are not responsible for any damage to your personal computer or Access Devices, software, modem, telephone or other property resulting from your installation, use or maintenance of the software, or from malware or other harmful components that may enter your personal computer or Access Devices.

28. Account Agreements and Disclosures

Your use of the SERVICE and any other Electronic Services is subject to this Agreement, your account agreements, the Application, and all other agreements between you and PEARL HAWAII FEDERAL CREDIT UNION. In addition, this Agreement may amend certain terms and conditions of the account agreements. These amendments to the account agreements will automatically terminate if this Agreement and your use of the SERVICE terminates and the account agreements will remain in effect without the amendments made in this Agreement. In the event of a conflict between this Agreement, the account agreements or any statement by our employees or agents or any representation or statement relating to or set forth in the application(s), as to matters relating to the SERVICE and other Electronic Services, this Agreement shall control.

Supplemental terms and conditions for any other Electronic Services in which you enroll or use also apply.