

---

**Important Information  
Regarding Your Accounts with  
Aloha Federal Credit Union**

March 31, 2009

Dear Member,

It is important that you understand the terms and conditions under which your membership and account(s) are based. To facilitate this, we have provided for your records, a copy of our Membership and Account Agreement, which was recently updated.

It is equally important that you understand the terms and conditions under which we provide electronic services, wire transfer services, share draft checking account services and assess fees associated with your membership and account(s). Therefore, for your convenience, we have also provided copies of our Electronic Funds Transfer Agreement and Disclosure, Wire Transfer Request Agreement and Disclosure, Share Draft Checking Account Agreement and Fee Schedule for your records. Further, we have also provided for your reference copies each of our Truth-In-Savings Policy and Privacy Policy.

These documents each supersede any individual or combined copies you may have received before the date of this letter. These changes take effect immediately upon receipt of this document, or on April 1, 2009 whichever occurs first.

If you have any questions about these documents, please contact our staff. An electronic version of this document is available on our website at [www.AlohaFCU.com](http://www.AlohaFCU.com).

Regards,

Aloha Federal Credit Union

*Enclosures*



2200 Kamehameha Hwy, Suite 200  
Honolulu, Hawaii 96819  
808-841-6836  
[www.AlohaFCU.com](http://www.AlohaFCU.com)



Your savings federally insured to at least \$250,000 & backed  
by the full faith and credit of the United States Government.  
We do business in accordance with the Equal Credit  
Opportunity Act & the Equal Housing Act.

---

# Account Agreement and Disclosures

- MEMBERSHIP & ACCOUNT AGREEMENT
- ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE
- WIRE TRANSFER REQUEST AGREEMENT AND DISCLOSURE
- SHARE DRAFT CHECKING ACCOUNT AGREEMENT
- TRUTH-IN-SAVINGS DISCLOSURE
- PRIVACY POLICY

This document available electronically. You may retrieve an electronic version of this as an Adobe® Acrobat® document at our website at [www.AlohaFCU.com](http://www.AlohaFCU.com)



2200 Kamehameha Hwy., Suite 200  
Honolulu, Hawaii 96819  
808-841-6836  
[www.AlohaFCU.com](http://www.AlohaFCU.com)



This credit union is federally insured by the National Credit Union Administration. Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.

We do business in accordance with the Equal Credit Opportunity Act & the Equal Housing Act.

© Aloha Federal Credit Union  
© CUNA Mutual, Inc.

This document covers your and our rights and responsibilities concerning accounts Aloha Federal Credit Union ("Aloha") offers. In this Agreement, the words "you" and "yours" mean anyone who signs an application, signature card, agreement, an applicant, co-applicant, joint owner, authorized user, or any individual who is a member of Aloha Federal Credit Union. The words "we," "us," and "our" mean Aloha Federal Credit Union. The word "account" means any one or more share or other accounts you have with Aloha. The term "dispute" will refer to any claim or insistence by one party that, only in writing, is disputed by or contested by another party. The term "membership enrollment agreement," "account card," "signature card," or related terms will refer to, collectively, any document(s) you complete and submit to initiate, change, cancel, or otherwise document your requests for membership, account(s), product(s), and/or service(s).

## Membership & Account Agreement

Your account type(s) and ownership features are designated on your Membership Enrollment Agreement. By signing a Membership Enrollment Agreement, each of you, jointly and severally, agree to the terms and conditions in this Account Agreement and Disclosures document, and the Membership Enrollment Agreement, the Funds Availability Policy Disclosure, the Truth-in-Savings Disclosure, Fee Schedule and Aloha's By-Laws and Policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

### 1. MEMBERSHIP ELIGIBILITY.

To join Aloha you must meet the membership requirements including the purchase and maintenance of at least one (1) share ("membership share") as set forth in Aloha's By-Laws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including consumer reporting agencies and credit reporting agencies, to verify your eligibility for the accounts and services you request or accounts and services that we find may be of interest to you.

- Eligibility.** To become a member, you must be within Aloha's field of membership as outlined in the credit union's By-Laws, a copy of which is available for your review.  
It is your responsibility to satisfactorily prove that you are eligible for membership with Aloha. By signing our agreements and/or documents to establish your membership, you attest to the fact that your claim of eligibility is accurate, complete and true and that we may rely on such information in our dealings with you now and in the future. Any information provided to us is provided under penalty of perjury.

- Par Share Value.** You must maintain at least one par share value in a Membership Share Account upon establishing your membership. The value of one par share value is outlined in our Fee Schedule.  
Failure to maintain at least one par share value in a Membership Share Account will signal your forfeiture of credit union membership and may force Aloha to invoke Section 27 of this Agreement.

- Who We Recognize As 'Members.'** It is important to understand to whom we will refer to as a 'Member' because it is for members only that Aloha's products and services are made available, and in turn, to whom Aloha's member voting responsibilities are afforded.

The individual whose name is listed as the

primary owner of a Member Share Account AND whose social security number is reported as the taxable earner for that account's earnings will be considered our Member. All other joint owners, account owners, or additional individuals listed with any such account ARE NOT considered members.

- Identification and Social Security Number.** Aloha complies with federal requirements of identifying its members and account owners. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you.

To join Aloha and/or open an account, in addition to providing us with your current name, residential address (and if different, your mailing address), phone number, and birth date, we will require you to provide us with current government-issued picture identification, your Social Security Number (SSN) or Employer Identification Number (EIN), certify for Internal Revenue Service (IRS) reporting purposes that the number matches the name and address you provide, indicate whether you are currently subject to backup withholding by the U. S. Government, and whether you are a United States person. You further agree that we will retain a copy of all documentation that you provide for the establishment of your membership.

### 2. ACCOUNTS

- Individual Accounts.** An individual party account is an account owned by one member (individual) qualified for Aloha membership. If the account owner dies, the interest passes, subject to applicable law or agreement and subject to other provisions of this agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent and pledges of the account to secure a debt, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary.
- Accounts in the Name of a Trust.** An account in the name of a trust is an account established in the name of a trust created by the grantor(s) outside of the credit union and governed by a separate agreement. The trustee(s) of the trust has (have) access to the funds in the account.
- Organization Accounts.** A not for profit organization which meets the eligibility qualifications may establish an account with the credit union. Membership is restricted to those societies, associations or clubs of which the majority of whose members are eligible for credit union membership. The credit union reserves the right to deny organizational membership and it will be limited to opening a Membership Share Account and a Share Draft Checking Account.
- Doing-Business-As (DBA) Accounts.** A sole-proprietorship owned by an eligible member or members may establish an account with the credit union. Proof of an active business operation must be presented in the form of a validated business license application, or copy of the business license. All individuals listed on the business license must be named on the account and all individuals must be eligible for membership with Aloha. The account must be opened with the member(s) legal name(s) and Tax Identification

Number(s) with an additional designation of "Doing Business As [Business Name]." The credit union reserves the right to deny any such account and will limit the opening of a Membership Share Account and a Share Draft Checking Account for a DBA Account.

### 3. JOINT OWNER ACCOUNTS

An account owned by two or more parties is a jointly owned account.

- Rights of survivorship.** Unless otherwise stated on the Membership Enrollment Agreement, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Aloha statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
- Control of jointly owned accounts.** Any owner is authorized to and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw any amount excluding any holds placed on funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account.

If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

The following account activities are expressly prohibited for joint owners of share accounts, but do not apply to Members. Joint owners may not:

- Initiate, modify, or delete payroll deductions for the primary owner.
- Close a Membership Share Account
- Initiate, modify, or delete passwords or access codes

Only primary owners are allowed to conduct the above account activities.

- Joint Owner Accounts and Owner Liability.** If a deposited item in a jointly owned account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any changes, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the jointly owned account regardless of who contributed them.

### 4. BENEFICIARY DESIGNATIONS

A Payable on Death (POD) account or trust account designation is an instruction to Aloha that a single or jointly owned account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned equally by such beneficiaries/payees without rights of survivorship. The share of any beneficiary who predeceases the account owner will be split equally among the remaining living beneficiary(ies). Any POD or trust

beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary/payee designation.

We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

This provision does not apply to an account held on behalf of or held in the name of a trust.

### 5. ACCOUNTS FOR MINORS

When an account is opened for a minor, we will restrict establishment to accounts and services that we have deemed will not cause the credit union to relinquish its rights to pursue legal action for any potential losses. For example, the following accounts and services, not all-inclusive, will not be available to minor members:

- Share Draft Checking Account
- Loan Products

If a minor member is unable to sign, we encourage such accounts to be jointly owned with an owner who is either the minor's parent, grandparent, or legal guardian, has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account.

If a minor member is unable to sign and an account is not established as a jointly-owned account, the minor's parent or legal guardian may sign as his representative. However, in this case, we pay funds directly to the minor without regard to his or her minority.

If the applicant is a child under 12 years of age, the parent, grandparent or guardian must sign the child's name and his or her own name and date (i.e. "**John Smith, a minor, by parent, Mary Smith**").

And unless the minor's parent or legal guardian is an account owner, this individual shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

### 6. UNIFORM TRANSFERS TO MINORS ACT (UTMA) ACCOUNT.

An account created under the Uniform Transfers to Minors Act (UTMA) is an individual account created by a custodian and/or donor who deposits funds as an irrevocable gift to a minor. The account is established under the Hawaii Uniform Transfers to Minors Act. The minor is the owner of the property in the account.

The custodian acts for the minor, has possession and control of the account for the exclusive right and benefit of the minor and is the only party entitled to transact business on the account. Aloha has no duty to inquire about the use or purpose of any transaction. If the custodian dies, resigns, or is ineligible to serve and a successor custodian is not named, we will suspend the account until a successor custodian is named or we receive a court order regarding the account.

### 7. AGENT OR POWER OF ATTORNEY DESIGNATION ON AN ACCOUNT.

An agent or power of attorney designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Aloha voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

### 8. DEPOSIT OF FUNDS REQUIREMENTS.

Funds may be deposited to any account, in any manner approved by Aloha in accordance with the requirements set forth on the Truth-In-Savings Disclosure and Fee Schedule.

- a. Endorsements. We may accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to accept checks missing endorsements of any owners if we choose. If a check or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. Checks payable to a deceased member will not be accepted. If an insurance, government, or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check within 1-1/2 inches from the top edge, although we may accept endorsements outside this space.

However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

- b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.
- c. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- d. Direct Deposits. We may offer pre-authorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or pre-authorized transfers from other accounts.

You must authorize each direct deposit or pre-authorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

- e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays, on days that are not our business days, or when we offer off-site services outside of our office(s), or at facilities that are not ours, will be credited to your account on the next business day.

- f. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

## 9. ACCOUNT ACCESS.

- a. Authorized Signature. Your signature on the Membership Enrollment Agreement authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.
- b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, through online banking, in person, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check.
- c. ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. Aloha (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. (See Wire Transfer Request Agreement and Disclosure section for more information.)
- d. Credit Union Examination. We may disregard information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

## 10. ACCOUNT RATES AND FEES.

We pay account earnings and assess fees against your account as set forth in the Truth-In-Savings Disclosure, Rate Schedule, and Fee Schedule. We may change these documents at any time and will notify you as required by law.

## 11. TRANSACTION LIMITATIONS.

- a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations,

and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered Aloha to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay an Aloha loan on time.

- b. Transfer Limitations. For savings accounts, you may make up to six (6) pre-authorized, automatic, telephonic, electronic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A pre-authorized 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 clearing house (ACH). You may make unlimited transfers at an ATM, in person at our office(s), through the mail or to any Aloha Credit Union loan. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.
- c. Certificate Accounts. Any time deposit, term share, share certificate or certificate of deposit account allowed by state law (certificate account), whichever we offer is subject to the terms of this Agreement, the Truth-In-Savings Disclosure and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

## 12. OVERDRAFTS.

- a. Overdraft Liability. If on any day, the funds in your account are not sufficient to cover checks, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. Aloha's determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover checks, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a check or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.
- b. Overdraft Protection Plan. If we have approved an overdraft protection plan for your account, we will honor checks or ACH debits drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under Aloha's overdraft protection policy. The fee for overdraft transfers, if any, is set forth in the Fee Schedule.

This Agreement governs all transfers, except those governed by agreements for loan accounts. It is not applicable to paper checks you write from your Aloha checkbook or pre-authorized electronic (ACH) withdrawals from your Aloha checking and savings accounts - in these cases, if an overdraft occurs, account fees would be assessed. Refer to the current Fee Schedule for a complete list of fees.

- c. Order of Payments. Checks, drafts, items, and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

## 13. POSTDATED AND STALE-DATED CHECKS.

You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for such payment. We may pay any check without regard to its date. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account which is presented more than six (6) months past its date.

## 14. STOP PAYMENT ORDERS.

- a. Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. To be binding, an order must be presented in writing and must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if Aloha receives the order in time for Aloha to act upon the order and you state the account, check number and exact amount. You understand that the exact information is necessary for Aloha's computer system to identify the check. If you give us incorrect, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.
- b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing are effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires. For ACH stop payments, a written stop payment order or a stop requested over the phone is effective for six (6) months from the date of the call. Should the payment be presented during the six (6) month period from the date of the call, we will return the payment and the stop will no longer be valid.
- c. Liability. Fees for stop payment orders are set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold Aloha harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect

information provided by you.

## 15. CHECK 21 AND SUBSTITUTE CHECKS

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**Your rights regarding substitute checks.** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How to make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 800-282-0212. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think that the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check number, payee's name, amount of the check.

## 16. REMOTELY CREATED CHECKS.

For purposes of this paragraph, "account" means a

transaction account, credit account, and any other account on which checks or drafts may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.

#### 17. ALOHA LIABILITY.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law.

We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

#### 18. ALOHA LIEN AND SECURITY INTEREST.

If you owe us money as a borrower, guarantor, endorser or otherwise, or if any of your accounts contains a negative balance, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness, including when you are in default. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant Aloha a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed Aloha, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and non-transferable to third parties.

We may place an administrative freeze on your accounts in order to protect our statutory lien rights and may apply the funds in your accounts to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

#### 19. LEGAL PROCESS.

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law.

Any legal process against your account is subject to our lien

and security interest.

We will also assess, as outlined in our Fee Schedule, a "Legal Action Fee" per item or request that is served to Aloha and per action we must take as a result of any legal action related to your account(s). We may assess this fee without further notice to you.

#### 20. ACCOUNT INFORMATION.

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

#### 21. NOTICES.

- a. Name or Address Changes. You are responsible for notifying us of any address or name change.

Aloha is only required to attempt to communicate with you at the most recent address you have provided to us. We accept a change in address provided in writing or electronically through Internet AccessLine. If we attempt to locate you, we may impose a service fee as set forth in our Fee Schedule.

- b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

#### 22. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING.

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

#### 23. STATEMENTS.

- a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For savings or checking accounts, you understand and agree that your original check, when paid, becomes property of Aloha and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You

also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.

- b. Examination. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. Notice to Aloha. You agree that Aloha's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
- d. Fee for Returned Statements. Any periodic statement that we provide to you at the most recent address you have provided to us, which is returned as "undeliverable" by the United States Postal Service will be subject to a "Bad Address Fee" as outlined in our Fee Schedule. This fee does not apply to promotional materials we may send to you. We may assess this fee without further notice to you.
- e. Fee for Copies of Statements or Account History. Any additional copy, not including an original copy of any periodic statement that we provide, of periodic statements or materials containing account history or transaction data, complete or otherwise, not related to the completion of a transaction will be assessed a "Statement History/ Copy Fee," as outlined in our Fee Schedule. This fee applies to all such accounts, share/savings or loan/lending, that you may have with us.

#### 24. INACTIVE AND DORMANT ACCOUNTS.

- a. Inactive Share Draft Checking Accounts. If your checking account has had no activity for at least ninety (90) days, it will be deemed as an inactive account and may be closed. Any remaining funds will be automatically transferred to your primary savings account and your Visa® ATM/Check Card will be inactivated.

Activity is defined as performing transactions on the account such as:

- Writing checks
- Using a Visa® ATM/Check Card at an ATM, for a point-of-sale transaction, or making a signature based purchase
- Using Aloha's online Bill Pay service
- Have ACH deposits or withdrawals posting to the account
- Utilizing direct deposit
- Making deposits or withdrawals from the account

We will advise you in writing at least 30 days prior to closing your checking account for inactivity.

- b. Dormant Accounts. If your account falls below

any applicable minimum balance or you have had no activity on your account(s) within a five year period, (i.e., primary savings, supplemental savings and/or checking account) other than dividends posting to the account(s) (if applicable), then your account(s) is (are) considered to be dormant and/or abandoned. The account will be assessed a dormant account fee as outlined in the Fee Schedule and closed. You authorize us to transfer funds from another Aloha account of yours to cover any fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. The funds in your account will then be escheated to the state of Hawaii. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

In the event your account falls into a status that requires Aloha to report your account funds to the State of Hawaii by an escheat action, we will assess an "Escheat Action Fee," as outlined in our Fee Schedule. Such fee will be assessed at the time we deem your account reportable to the State of Hawaii, and as such your account balance, less the fee we assess, will be reportable to the State of Hawaii. We may assess this fee without further notice to you.

#### 25. SPECIAL ACCOUNT INSTRUCTIONS.

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

If, through the course of our discovery to determine if the requirements or instructions you have asked us to follow are reviewed by or related documents created or advised on by our attorney and we incur fees associated with that review, you will be responsible for such fees.

Account changes requested by you, such as adding or closing an account or service, must be evidenced by a signed change form and accepted by us.

#### 26. TERMINATION OF ACCOUNT.

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us.

You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

#### 27. TERMINATION OF MEMBERSHIP.

Membership with Aloha is a privilege granted to you by Aloha's Board of Directors on behalf of the credit union's members collectively, under federal law.

However, you may elect to cease to be a member with Aloha at any time by providing us with written notice of your intention to terminate your membership, subject to the terms of this contract. You understand that termination of your membership does not absolve you of your responsibilities, obligations and liabilities to us.

In the interest of all members and to protect Aloha's assets, we reserve the right to expel any member for cause, which includes but is not limited to:

1. Abuse of Aloha employees, services or privileges, or other members
2. Failure to utilize Aloha products or services to justify your continued participation in credit union membership, or
3. Causing Aloha a loss.

Copies of this policy are available upon request. You understand and agree that for the protection and safety of our employees or volunteers, if you ever become abusive with, or threaten the safety of any employee or volunteer, we may terminate your membership immediately and without notice.

#### 28. DEATH OF ACCOUNT OWNER.

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after the date that we are notified of a member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. If you do not select a joint owner on your checking account, in the event of your death, funds will be transferred to your primary savings account and paid to the joint owner (if applicable) or to the beneficiary(ies) named on the primary savings account.

#### 29. SEVERABILITY.

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

#### 30. ENFORCEMENT.

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement.

You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you.

If we bring any legal action 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 any appeal, bankruptcy proceedings, and any post-judgment collection actions.

#### 31. NEGATIVE INFORMATION NOTICE.

We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

#### 32. CHECKS PRESENTED FOR PAYMENT IN PERSON.

We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

## 32. GOVERNING LAW.

This Agreement is governed by Aloha's By-Laws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which Aloha's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which Aloha is located.

## Electronic Funds Transfer Agreement and Disclosure

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Aloha Federal Credit Union ("Aloha"). In this Agreement, the words "you" and "yours" mean those who sign the application or account agreement as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean Aloha. The word "account" means any one or more savings, checking and IRA accounts you have with Aloha. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account agreement for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

### 1. EFT SERVICES.

If approved, you may conduct any one or more of the EFT services offered by Aloha.

- Visa® ATM/Check Card. You may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide the card number security information before you will be permitted to complete the transaction.

You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, Aloha will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with Aloha.

If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to Aloha. In the event of repeated overdrafts, Aloha may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) at Aloha-owned ATMs and participating non-proprietary ATMs. At the present time, you also may use your Card to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Access your Overdraft Protection Line of Credit account.
- Make point-of-sale (POS) transactions with your Visa® ATM/Check Card and PIN to purchase goods or services at merchants

that accept transactions routed through the networks listed on the back of your Card.

- Order goods or services by mail, Internet or telephone from places that accept Visa®.

The following limitations on the frequency and amount of Visa® ATM/Check Card transactions may apply:

- There is no limit on the number of Visa® ATM/Check Card purchases you can make per day.
- Purchase amounts are unlimited, subject to the available balance in your account.
- You may withdraw up to a maximum of \$500 in any one day from an automated teller machine (ATM), if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

- Telephone AccessLine (Audio Response). For the Telephone AccessLine audio response service for your accounts, a separate AccessLine PIN (Personal Identification Number) will be assigned to you. Joint owners or authorized signers may not initiate, modify, or delete passwords or access codes. You must use your AccessLine PIN along with your member account number to access your accounts. At the present time you may use the Telephone AccessLine audio response service to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds between your savings, checking, loan, and line of credit accounts.
- Obtain balance information for your Aloha accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Verify transactions (i.e., ACH, check card).

Your accounts can be accessed under the Telephone AccessLine audio response service via a touch tone telephone only.

Telephone AccessLine service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for maintenance.

- The maximum withdrawal and transfer amount per day may not exceed the available funds in your account.
- The maximum transfer amount per day made to accounts you have previously authorized to transfer to is equal to the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

Aloha reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. Aloha may set other limits on the amount of any transaction, and you will be notified of those limits. Aloha may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the

duration of each telephone call.

- Pre-authorized EFTs.

Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institution(s), Aloha will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.

Pre-authorized Debits. Upon instruction, we will pay certain recurring transactions from your savings account, checking account and loan payments. (See Section 2 for transfer limitations that may apply to these transactions.)

Stop Payment Rights. If you have arranged in advance to make a single or recurring electronic funds transfer (EFT-ACH) out of your account(s) or, money you owe others, you may stop payment of a single ACH transfer from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. ACH stop payments need exact company name or company ID and dollar amount to be valid. Stop payments are intended to make a one-time stop on a transaction and will not stop any future recurring ACH transfers. Revocation of a recurring ACH transfer must be done through the originator of the ACH-EFT. Stop payments placed on ACH transactions will be effective for six (6) months or when the item is presented for payment, whichever comes first.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

- Liability for Failure to Stop Payment of Pre-authorized Transfers. If you order us to stop payment of an ACH-EFT transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check, you may authorize your check or share draft to be converted to an electronic funds transfer.

You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

- Internet AccessLine Electronic/PC EFTs. For the Internet AccessLine Electronic/PC access service for your accounts, a password is required. Joint owners or authorized signers may not initiate, modify, or delete passwords or access codes. You must use your password with your member account number to access your accounts. At the present time, you may use the Internet AccessLine access service to:

- Withdraw funds from your savings, checking and Line-of-Credit accounts.
- Transfer funds between your savings, checking and Line-of-Credit accounts.
- Obtain balance information for your Aloha accounts.

- Make loan payments from your savings and checking accounts.
- See Section 2 for transfer limitations that may apply to these transactions.

Your accounts can be accessed under the Internet AccessLine electronic/PC access service via personal computer.

Internet AccessLine service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for maintenance.

We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- The maximum withdrawal and transfer amount per day may not exceed the available funds in your account.
- The maximum transfer amount per day made to accounts you have previously authorized to transfer to is equal to the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

- Online Bill Pay (Bill Payments). We will process bill payment transfer requests only to those recipients Aloha has designated in the User Instructions and such recipients as you authorize and for whom Aloha has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your Aloha checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment as designated in the Bill Pay agreement. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment as designated in the Bill Pay agreement. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments per day.

An Aloha checking account is required for use with Aloha Bill Pay. There are no fees to maintain a Bill Pay account unless your total monthly transactions conducted by Bill Pay fall under a certain threshold, which are outlined in the current Fee Schedule. However, if incurred, applicable fees such as a stop payment fee will apply. Please refer to the current Fee Schedule for a complete list of these type of fees.

### 2. TRANSFER LIMITATIONS.

For all savings and IRA accounts, no more than six (6) pre-authorized, automatic, electronic, or telephone transfers and withdrawals may be made from these

accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, or access card to a third party. If you reach these limitations within a calendar month, additional transactions as listed above will not be able to be completed and may be returned unpaid. If this is the case, you will be assessed an NSF fee, as set forth in the Fee Schedule.

### 3. CONDITIONS OF EFT SERVICES.

- Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to our instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

- Foreign Transactions.

- Purchases with Currency Conversion. Visa® Purchases and cash withdrawals made in foreign countries in foreign currencies will be debited from your account in U.S. dollars. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives or the government-mandated rate in effect for the applicable central processing date.

- Purchases without Currency Conversion. Visa® Purchases and cash withdrawals made in foreign countries in U.S. currency will be debited from your account in U.S. dollars. A 0.8% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer.

- Returns/Chargebacks. Upon receiving a refund or reversal of a transaction by a merchant from a country other than the issuer's country, the exchange rate used at the time of the refund/reversal may be different from the exchange rate used at the time of the original transaction. In such instances, the discrepancy between such exchange rates will be the responsibility of the member and as such, any difference in transaction amount because of the differing exchange rates will be debited from the member's account.

- Security of Access Code. You may use one or more access codes with your electronic funds transfers.

The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your

accounts. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and Aloha suffers a loss, we may terminate your EFT services immediately.

- e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and Aloha may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

#### 4. FEES AND CHARGES.

There are certain fees and charges for electronic funds transfer services. For a listing of all applicable fees, see our current Fee Schedule. From time to time, the fees may change. We will notify you of any changes as required by applicable law.

If you use an ATM not owned by us, you may be charged a surcharge-fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

#### 5. MEMBER LIABILITY.

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority. Telephoning 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 a transaction was made with your Card or Card number without your permission, and was either a Visa® or Interlink transaction, you will have no liability for the transaction.

For all other EFT transactions, including ATM transactions, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within the two (2) business days and we can prove we could have stopped someone from using your Card 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, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 800-991-4965, call our

office at 800-282-0212, or write to:

Aloha Federal Credit Union  
2200 Kamehameha Hwy., Suite 200  
Honolulu, Hawaii 96819

#### 6. RIGHT TO RECEIVE DOCUMENTATION.

This does not apply to transactions occurring outside the United States.

- a. Transactional Receipts. Though not required under law, you may receive a receipt at the time you make any transaction involving your account using an ATM, point-of-sale (POS) terminal, or debit card transaction with a participating merchant.
- b. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, pre-authorized EFTs, electronic/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling our office.

#### 7. ACCOUNT INFORMATION DISCLOSURE.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

#### 8. BUSINESS DAYS.

Our business days are Monday through Friday, excluding federal holidays.

#### 9. ALOHA LIABILITY FOR FAILURE TO MAKE TRANSFERS.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages proximately caused by our error.

However, we will not be liable for direct or consequential damages in the following events:

- If through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If acts of God (including but not limited to fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral

subject to our lien or frozen because of a delinquent loan.

- If the error was caused by a system of any participating ATM network.
- If any circumstances beyond our control (such as your willful or negligent use of your Card, access code, or any EFT facility for making such transfers) prevent the transaction.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by Aloha. 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.
- Any other exceptions as established by Aloha.

#### 10. NOTICES.

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by Aloha at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing Aloha accounts and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card and/or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

#### 11. ERROR RESOLUTION.

- a. In Case of Errors Or Questions About Your Open-End Lending Accounts. In accordance with the Federal Truth In Lending Act (TILA), you are entitled to prompt correction of any mistakes on your statement of account. In order to preserve your rights under the TILA, it is important you comply with the following if you

think your statement is incorrect or if you need more information about an item contained in your statement.

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet, at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can phone us, but doing so will not preserve your rights.

In your letter, provide us: 1) Your name and account number, 2) A description of the error or the transfer you are unsure about and an explanation, as clearly as possible, as to why you believe there is an error or why you need information, and 3) The dollar amount of the suspected error.

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your statement. And, we must tell you the name of anyone that we reported you to. We must tell anyone we report you to the matter has been settled between us when it finally is settled.

If we don't follow these rules, we can't collect on the first fifty dollars (\$50) of the questioned amount, even if your statement was correct.

Your rights under TILA do not cover any rights you may have under state and/or local law. For example, if, under state and/or local law, you have a longer period within which to act on disputing any errors in your statement, your reliance on these extended periods does not preserve any rights provided by federal law.

- b. Special Rules for Credit Card Purchases. If you have a problem with the quality of products or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the products or services. There are two limitations to this right:
  - a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

- b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the products or services.

- c. In Case of Errors or Questions About Your Statement Containing Electronic Funds Transfers (EFTs). Call us as soon as possible, if you think your statement or receipt is wrong or if you need more information regarding a transaction, the statement, or the receipt, call 800-282-0212.

Submit written inquiries to:  
Aloha Federal Credit Union  
2200 Kamehameha Hwy., Suite 200  
Honolulu, Hawaii 96819

We must hear from you no later than sixty (60) days after we sent the first statement on which the error or problem appeared. In your communication, please provide the following information:

1. Your name and member account number;
2. The dollar amount of the suspected error and date;
3. Describe the error or the transaction and explain as clearly as you can why you believe there is an error.
4. For errors involving \$15.00 or less, a receipt may not be required if no receipt was provided to you.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will investigate your complaint and correct any error promptly. If we take more than ten (10) business days to do this, we will re-credit your account for the amount under investigation, so that you will have use of the funds until the investigation is complete. If we ask you to put your complaint in writing and we do not receive it within ten (10) 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 (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide 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.

#### 12. TERMINATION OF EFT SERVICES.

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to Aloha.

You also agree to notify any participating merchants that their authority to make bill payment transfers has been revoked.

We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making pre-authorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further pre-authorized transaction instructions.

We may also program our computer system not to accept your Card or access code for any EFT service.

When you report any errors, compromises of any Card(s) or access device(s), or request the termination of any EFT service, we may require all Card(s), access code(s),

or other items issued in conjunction with your account to be inactivated altogether and reissued for the purposes you request after the inactivation(s) has (have) been completed.

Whether you or Aloha terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

## Wire Transfer Request Agreement and Disclosure

You authorize Aloha Federal Credit Union (Aloha) to transfer funds via wire transfer, in accordance with wire transfer fees as listed on the Fee Schedule, and to debit your account for both the wire transfer fee and the amount of the wire transfer. Aloha is not liable for failure to act or delay in acting on a wire transfer request because of legal constraints, member negligence, interruption of communication facilities, equipment failure, emergency conditions, violations of any guidelines, rules or regulations of any government authority, or other circumstances beyond Aloha's control. Aloha is not liable for consequential, special or exemplary damages or losses of any kind. In most instances, wire transfer requests cannot be cancelled. Efforts to act on requests for cancellations will be made, but Aloha is not liable if for any reason, the wire transfer request is not amended or cancelled. You agree to reimburse Aloha for any costs, losses, or damages that are incurred in connection with requests to amend or cancel a wire transfer request. If warranted, a refund of money from a cancellation of the wire transfer will take place once Aloha determines that the recipient has not received the funds and the funds are returned to Aloha. The refund may not be equal to the amount of the original wire transfer due to charges that may be imposed by other financial institutions (FIs). Domestic wire transfer requests received prior to 2pm Hawaii Standard Time (HST) will be transmitted that same business day. Domestic wire transfer requests received after 2pm HST will be transmitted on the next business day. International wire transfer requests received prior to 10:30am HST will be transmitted that same business day. International wire transfer requests received after 10:30am HST will be transmitted on the next business day. A Bank Identifier Code (BIC), also known as a SWIFT code, is required for all international wire transfers. In some instances, an International Bank Account Number (IBAN) may be required in addition to the BIC or SWIFT code. The recipient(s) of the wire transfer must be identified and physical addresses provided for both the recipient's FI and the recipient(s).

Aloha and the receiving FI may process the wire transfer request based only on the account number(s) and other information listed. Aloha is not responsible for incorrect recipient information conveyed and/or listed on the wire transfer request. You agree to hold Aloha harmless if the recipient information you convey to us is incorrect or incomplete. Wire transfer requests are subject to Aloha's Funds Availability Policy and if applicable, we reserve the right to verify funds before wiring them. Your rights and obligations regarding wire transfers may be covered by Regulation J of the U.S. Federal Reserve Board and/or Article 4A of the Uniform Commercial Code. If security procedures are not successful, the wire transfer request may be cancelled by Aloha. If this is the case, you will be notified by phone and/or U.S. mail within two (2) business days. When sending wire transfers to a foreign country, Aloha will send the funds in U.S. dollars. They may be converted into the appropriate foreign currency by the corporate credit union that transmits Aloha's wire transfers or the recipient's FI. If a wire transfer is not received by the recipient and its whereabouts need to be traced, you may be charged an account research

fee (as listed in the Fee Schedule) if it was not Aloha's error. It is your responsibility to monitor your account and statements for any errors or discrepancies regarding wire transfers. If you discover an error or discrepancy, you must contact Aloha within 60 days of receiving your account statement to initiate an investigation.

## Funds Availability Policy

It is our policy to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic deposits will be available on the day we receive the deposit. Once funds are available, they can be withdrawn, or be available to pay share drafts or other debits to your account.

For Aloha members who meet certain criteria and guidelines, in some instances and upon our discretion, additional funds from the item(s) you deposit may become available to you more quickly than listed.

Decision criteria is risk based, linked to account history, determined by Aloha using internal and confidential information, and is subject to change at anytime without notice. At a minimum, you will receive funds availability is listed herein.

### LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under certain circumstances, including:

- We believe a check you deposit may not be paid.
- You deposit checks totaling more than \$5,000 in any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency such as a failure of equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than five (5) business days for local checks and ten (10) days for out-of-state checks.

### SPECIAL RULES FOR THE FIRST 30 DAYS OF NEW ACCOUNTS.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local governments', and payroll checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth (5th) business day for local checks, and the tenth (10th) business day for out-of-state checks.

This disclosure describes your ability to withdraw funds at Aloha Credit Union (Aloha). It only applies to the availability of funds in transaction accounts. Aloha reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

### SPECIAL RULES FOR ABUSED ACCOUNTS.

If you are a member whose account has had frequent overdrafts in the last six months, have deposited checks that were returned unpaid, if your account would have overdrafted had certain checks written on the account been paid, or if your account has suffered abusive, fraudulent, or suspicious activity, the following special rules will apply:

- In most instances, funds from deposits of government checks and low risk items payable to the member(s) on the account will be available for withdrawal on the day we receive the deposit.
- Funds from the deposit of personal and business checks will be available for withdrawal on the seventh (7th) business day after we receive the deposit.
- Aloha does not accept third party checks for deposit into abused accounts.

### HOLDS ON OTHER FUNDS.

If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of deposit.

### FOREIGN CHECKS.

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed in the same way as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

## Truth-In-Savings Disclosure

The rates and terms applicable to your account(s) at Aloha are provided in this Truth-In-Savings Disclosure.

Aloha may offer other rates for these accounts from time to time. Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts.

### 1. RATE INFORMATION.

The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period.

For all accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by Aloha's Board of Directors.

The Share Draft Checking Account is a tiered rate account.

## TRUTH-IN-SAVINGS DISCLOSURE CHART

Accounts	Dividends			Balance & Other Requirements				
	Dividends Compounded	Dividends Credited	Dividend Period*	Minimum Balance to Open	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Computation Method	Account Limitations
Membership Share Account	Quarterly	Quarterly	Quarterly	\$25	None	\$25	Daily Balance (Not Applicable to Certificate Share Accounts)	Account Limitations Apply, as outlined in Section 6.
Personal Share				None		None		
Certificate Share 6 Month Term & 24-Month Term	None	Monthly	Account's Term	\$500	None	\$500	Not Applicable	
Certificate Share 12 Month Term	Quarterly	Quarterly	Account's Term	\$500		\$500		
Christmas Savings & Dreamer Savings	Quarterly	Quarterly	Quarterly	None	None	None	Not Applicable	
Traditional IRA, Roth IRA, & Coverdell Education Savings	Quarterly	Quarterly	Quarterly	None		None		
Share Draft Checking	Monthly	Monthly	Monthly	\$25	None	None	Not Applicable	
*Dividend Periods use calendar terms, and not counted days.								

If your account balance is \$1,999.99 or below, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your account balance is greater than \$2,000.00, the second dividend rate and annual percentage yield listed for this account will apply. Once a particular balance range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

The Dividend Rates and Annual Percentage Yields are the rates and yield as of the last dividend declaration date. Current rates are published in our newsletters, on our web site, www.AlohaFCU.com, and at our office.

### 2. NATURE OF DIVIDENDS.

Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

### 3. DIVIDEND COMPOUNDING AND CREDITING.

The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Truth-in-Savings Disclosure Chart. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

### 4. ACCRUAL OF DIVIDENDS.

For all accounts, dividends will begin to accrue on deposits on the business day you make the deposit to your account.

For Christmas Savings Accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid. However, if you close your Christmas Savings Account within seven (7) days of the date you open it, any accrued dividends will be paid.

### 5. BALANCE INFORMATION.

To open any account you must deposit or already have on deposit at least the par value of one full share in a Membership Share Account. The par value of one share is one hundred dollars (\$100). Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Truth-In-Savings Disclosure Chart. For all accounts, there is a minimum Average Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. If the minimum average daily balance is not met, you will not earn the Annual Percentage Yield. For accounts using the Average Daily

Balance method, dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the dividend period. The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

### 6. ACCOUNT TRANSACTION LIMITATIONS.

For Member Share, Personal Share, Christmas Savings, UTMA Custodial Savings account, Traditional IRA, Roth IRA and Coverdell Education savings accounts, no more than six (6) pre-authorized, automatic, electronic or telephone transfers may be made from each account to another account or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check or debit card to a third party. If you reach these limitations within a calendar month, additional transactions as listed above will not be able to be completed and may be returned unpaid. If this is the case, you will be assessed an NSF fee, as set forth in the Fee Schedule.

For Christmas Savings Accounts, the entire balance will be paid to you by check or transferred to another account of yours on or after September 30 and the account will remain open. If you withdraw any of the account balance at any time, we may impose a fee of 90 days accrued, uncredited dividends on the account and your account will be closed. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened.

For IRA and Share Draft Checking accounts, no transaction limitations apply.

### 7. FEE INFORMATION.

Certain fees MAY be assessed against your accounts. Refer to the Fee Schedule for the amount of any fee that may be imposed in connection with your account.

## Share Draft Checking Account Agreement

I agree that the terms of this Checking Account Agreement, my Membership Enrollment Agreement, the Account Agreement and Disclosures document and Fee Schedule provided to me upon account opening constitute a contract between Aloha and me, subject to state and federal laws and the Uniform Commercial Code, as adopted in the state

in which Aloha's main office is located.

I agree to the terms regarding Payroll Deduction and Direct Deposit and acknowledge that by signing this agreement, I will automatically be enrolled and have access to my authorized Aloha accounts through all electronic means offered by Aloha. I further acknowledge that a Visa® ATM/Check Card will be issued to this account if I qualify. I authorize joint applicant access to member savings through Visa® ATM/Check Card transactions and/or Overdraft Protection, if applicable. If I do not qualify for a checking account, my/our initial deposit will be deposited into my/our savings account.

#### CONSUMER REPORT AGREEMENT.

I authorize Aloha to obtain information from a consumer reporting agency, now and in the future, in order to determine my eligibility for products and services offered by or through Aloha, regardless of whether I have applied for the product or service.

#### NEW ACCOUNT FUNDED BY ELECTRONIC FUNDS TRANSFER.

For a new account where initial deposit is completed by electronic funds transfer from an outside source, the following applies: As an authorized signer on the financial institution account identified herein, I authorize Aloha to perform a single EFT-ACH withdrawal from my account for deposit into my Aloha account using the Automated Clearing House (ACH) network. I understand that the funds will be deposited into the account(s) I have specified. I understand and agree that if the EFT withdrawal from my account is returned as Non-Sufficient Funds or for any other reason, Aloha may charge my account a \$27 fee.

#### NEW ACCOUNT FUNDED BY ACCOUNT TRANSFER.

For a new account where initial deposit is completed by account transfer from an existing Aloha account is selected, one of the applicants must be an owner on the existing account from which the funds are being transferred.

#### ACCOUNT DESIGNATION.

If you do not select a joint applicant on your checking account, in the event of your death, funds will be transferred to your primary savings account and paid to the joint applicant (if applicable) or to the beneficiary(ies) named on the primary savings account.

#### SIGNATURES BY PEOPLE YOU KNOW

In the event a family member, employee or person that you know writes a check drawn on your account payable to any person or entity, you authorize the signature, completion and payment of that check, and agree that you will address the matter to recover any loss for payment of the check with the family member, employee or person you know.

#### USE OF OUR BLANK CHECK FORMS

You agree to use blank check forms that we offer through an authorized vendor. If you use a check form not provided by an authorized vendor, you understand that we may not pay the check and agree that such nonpayment is not wrongful. Alternatively if we pay a check or draft drawn on your account that is not our check form, you agree to be responsible for any loss incurred as a result of using that check form.

#### NON-MEMBER PRESENTERS OF CHECKS

For the protection of both you and the credit union and to cover costs incurred by all members for the presentment of checks over the counter, you understand that we may require any non-member presenting a check to provide both his/her current government issued picture identification and, at our option, thumbprint on your check. You agree that if a non-member presenting your check

fails to comply with these presentment requirements, we are not liable for refusing to pay the check and that such nonpayment is not wrongful.

## Privacy Policy

Aloha Federal Credit Union ("Aloha"), your member-owned financial institution, is committed to providing a safe place to save and borrow money at very competitive rates. Aloha is equally committed to protecting members' privacy and you can be confident that financial privacy is a priority of Aloha. Aloha gives all members this Privacy Notice to explain how Aloha collects, uses and safeguards its members' personal financial information.

#### MEMBER INFORMATION COLLECTED.

Aloha collects non-public personal member information from the following sources:

- Membership and loan applications and other member initiated applications and forms;
  - Member account transactions with Aloha or other financial institutions; and
  - Consumer and credit reporting agencies.
- Sources from which we verify information you have provided on an application and/or form such as your past employer or other institutions where you may have conducted other transactions.

#### MEMBER INFORMATION DISCLOSED.

Aloha may disclose all of the information collected, as described above, to companies that perform marketing services on behalf of Aloha or to other financial institutions with whom Aloha has joint marketing agreements. At no time does Aloha sell or share information with companies not included in providing services directly or assisting us in providing services to our members.

To protect our members' privacy, Aloha only conducts business with organizations that agree to maintain strong confidentiality protections and limits the use of information Aloha provides. Aloha may also disclose non-public personal information about its members under other circumstances as permitted or required by law. These disclosures typically include:

- Information to maintain or service a member's account;
- Conduct the operations of Aloha;
- Follow member instructions as authorized; or
- Protect the security of Aloha financial records.

#### THOSE WHO HAVE TERMINATED MEMBERSHIP

If a member decides to terminate his/her membership or become an inactive member, Aloha will adhere to the privacy policies and practices as described in this notice.

#### HOW ALOHA PROTECTS ITS MEMBERS' INFORMATION.

Aloha restricts access to non-public personal information about its members to Aloha employees who have a specific business purpose in utilizing member data. Aloha employees are trained in the importance of confidentiality and member privacy by maintaining physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard members' non-public personal information.

#### WHAT MEMBERS CAN DO TO HELP PROTECT THEIR PRIVACY.

While Aloha is committed to protecting the privacy of its members, you can help safeguard personal information by following these simple guidelines:

- Upon receipt of your Visa® ATM/Check and/or Convenience Card, verify the information on the front and sign the back panel immediately.
- Report a lost or stolen card(s) immediately to Aloha at 800-282-0212.
- Protect your card(s) at all times by carrying only the ones you intend to use. Store all other cards in a safe place.
- Be aware of your surroundings when approaching an ATM. Make sure no one can oversee you enter your PIN by shielding the keypad with your hand or body.
- Memorize your PIN and keep it confidential. Do not write it on the card or keep it in your wallet.
- Make sure the merchant returns your card and check it to make sure it's your card.
- Keep your ATM transaction and check card receipts. Log them into your check register. Destroy the carbons if present.
- Never give your card information over the phone unless you initiate the call.
- Never pre-sign your checks. Balance your checkbook each month and report any unauthorized transactions immediately.
- Treat all of your financial information as confidential and proprietary.

If you have any questions concerning this policy, please visit our office or call us at 800-282-0212.

#### CONTACT US IF YOU HAVE ANY QUESTIONS

If after reading this notice you have questions, please contact us at 800-282-0212. Or write to:

Compliance Officer  
Aloha Federal Credit Union  
2200 Kamehameha Hwy., Suite 200  
Honolulu, Hawaii 96819

## Fee Schedule

Effective April 1, 2009 the following fees are incurred per occurrence unless otherwise noted.

#### ACCOUNT & MEMBERSHIP

Par Value Share of Membership ..... \$25.00 Per Member  
Early Closure Fee ..... \$25.00

For Membership Share Account, if closed within 90 days of opening.

Non-Sufficient Funds ..... \$25.00 Per Item, Paid or Unpaid  
Share Draft Stop Payment ..... \$5.00 Per Request  
Share Draft Printing ..... Will vary on design  
Share Draft Copy ..... \$4.00 Per Copy  
Returned Item ..... \$10.00 Per Item  
Wire Transfer  
Outgoing ..... \$15.00 Per Transfer  
International ..... \$25.00 Per Transfer  
Account Research ..... \$10.00 Per Hour, 1 Hour Minimum  
Bad Address Fee ..... \$2.00 Per Month  
Statement History and/or Copy Fee ..... \$10.00 Per Request  
Any copy, print-out, or other summary provided to a member of his/her statement by mail, fax, or other means other than the member's original copy of his/her monthly or quarterly Statement of Account.

Escheat Action Fee ..... \$50.00  
Legal Action Fee ..... \$15.00 Per Occurrence/Request

Ancillary Service Fee for Non-Members ..... \$1.00 Per Item Sold/Processed

#### ELECTRONIC FUNDS TRANSFER, VISA® DEBIT CARD, & OTHER ELECTRONIC ACCESS

Non-Sufficient Funds ..... \$25.00 Per Item, Paid or Unpaid  
Automated Teller Machine (ATM) Withdrawals ..... Free  
Point of Sale (POS) Terminal Withdrawals ..... Free  
Internet Account *AccessLine* ..... Free  
Internet Bill Payer Service, Oahu Residents  
With at least 3 Bill Payer transactions per month ..... Free  
With No Bill Payer transactions per month ..... \$5.00/Month  
Internet Bill Payer Service, Non-Oahu Residents  
With at least 1 Bill Payer transaction per month ..... Free  
With No Bill Payer transactions per month ..... \$5.00/Month  
Telephone Account *AccessLine* ..... Free

These fees do not include any surcharges you may be assessed by operators, networks, or other organizations you conduct business with in conjunction with your credit union account.