



ONLINE BANKING TERMS AND CONDITIONS AGREEMENT

This Agreement establishes the rules that cover your electronic access to your account(s) at Big Island Federal Credit Union ("Credit Union") through Online Banking. You will be bound by this when you enroll in the Online Banking Service. By participating in Online Banking or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to BIFCU's Member Service Agreement. BIFCU, in its discretion, may modify these Terms and Conditions at any time. Please read it carefully and retain for your records.

The words "you", "your", and "yours" refer to the Big Island Federal Credit Union member(s) jointly and severally. The words "we", "us", "our", and "Credit Union" refer to Big Island Federal Credit Union.

1. ONLINE BANKING SERVICES

You may reach Online Banking at www.bigislandfcu.com. You can use Online Banking 7 days a week, 24 hours a day, 365 days a year, although some or all of the Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. We reserve the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. 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 use of your Logon ID and password is required to access Online Banking. You can perform the following transactions on all account(s) to which you are authorized and have been given access to:

- Obtain balances and other account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans.
- Make transfers between share/savings, draft/checking, and loan accounts.
- Review share/savings, draft/checking, certificate, and loan history.
- Make transfers from your share accounts to other share accounts that you share an association.
- View cleared drafts/checks.

2. TRANSFERS

You may make funds transfers to the accounts with us, or other accounts you authorize, as often as you like. You may transfer or withdraw up to the available balance in the account or available credit line at the time of transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

We also will refuse to complete your Online Banking transactions if we have canceled your Online Banking access, or we cannot complete the transaction for security reasons.

3. SECURING YOUR LOGIN CREDENTIALS

You agree that you will not give your login credentials or make it available to any other person. You are responsible for safekeeping your login credentials. You understand that any joint owner you authorize to use your login credentials may transfer funds from any of your accounts. If you fail to maintain the security of these security codes and the Credit Union suffers a loss, We may terminate Your EFT services immediately. If you believe that your login credentials have been lost or stolen, or that someone has made payments and/or transfers using your login credentials without your permission, notify us IMMEDIATELY by phone any time during Member Service hours or send an electronic message through the Service.

4. ACCOUNT INFORMATION DISCLOSURE

We will maintain the confidentiality and privacy of your information in accordance with our Privacy Notice. We will disclose information to third parties about the account or the transfers you make in the following circumstances:

- 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.
- If you give us your written permission.

5. MEMBER LIABILITY

You are responsible for any transactions you authorize. If you permit someone else to use your login credentials, You are responsible for any transactions they authorize or conduct on any of your accounts you have with us.

Tell Us AT ONCE if you believe your login credentials has been lost or stolen or if you believe someone has used your login credentials or otherwise accessed your accounts without your authority. Phoning 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 applicable). If you were grossly negligent in the handling of your account, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days, You can lose no more than \$50 if someone accessed your account and used your credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your account, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.00

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 or accessible 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 a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has transferred or may transfer money from your account without your permission, contact us:

Phone:
(808) 935-9778

Mail:
Big Island Federal Credit Union
66 Lono Street
Hilo, Hawaii 96720

6. OUR LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If we do not complete a transfer to or from an account with us on time or in the correct amount according to the Member Service Agreement, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by internet browser providers such as Microsoft (Microsoft Edge), Apple (Safari), Mozilla (Firefox), Google (Chrome) or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. We will not be liable for the following:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, equipment, or power failure) prevent the transaction from being completed.
- If you used your Login ID and Password in an incorrect manner.
- If your account is closed, frozen or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud, or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of the Online Banking is not working properly and you knew about the problem when you started the transactions.
- There may be other exceptions as provided by applicable law.

We may establish other exceptions in addition to those listed above.

7. STATEMENT ERRORS

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions. In case of errors or questions about electronics transfers, telephone us at the number below, email us at info@bigislandfcu.com, or send us a written notice to the address below as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Phone:
808-935-9778

Mail:
Big Island Federal Credit Union
66 Lono Street
Hilo, HI 96720

In your notice:

- Tell us your name and account number.
- Describe the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for new account transaction errors, or errors involving transactions initiated outside the United States).

If we decide to do this, we will recredit the account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit the account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) our conclusion that the error did not occur.

8. MEMBER SERVICE INFORMATION

Member Service is available at 808-935-9778 during Credit Union hours:

- 8:30am – 5:00pm Monday through Friday, other than banking holidays

Mail may be addressed to:
Big Island Federal Credit Union
66 Lono Street
Hilo, HI 96720

9. CHANGING THIS AGREEMENT

The Credit Union reserves the right to modify the Service and change any term of the Agreement at any time. We may, from time to time, introduce new services or enhance the existing Services. If the change would result in increased fees, if applicable, for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least thirty (30) days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms in the quarterly newsletter, on our web site, or mail. If advance notice of the change is not required, and disclosure does

not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change become effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms, we reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

10. TERMINATION

You agree that we may terminate this Agreement and your Online Banking service, if you, or any authorized user of your Accounts or Online Banking service breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or access code; or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction; or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement and Member Service Agreement for transactions initiated before termination.

11. GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of Hawaii and local clearinghouse rules, amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

12. ENFORCEMENT

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Hawaii as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Hawaii law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.