

Terms and Conditions

The following terms and conditions govern the manner in which Big Island Federal Credit Union (Us, We, Our) will provide On-Line Branch Home Banking Services to You (You, Your):

Member Service Information

Member Service is available at (808) 935-9778 during credit union hours:

- 8:30 a.m. to 5:00 p.m. Monday through Friday

After hours and on Saturday and Sunday, calls are answered by a voice mail system.

Mail may be addressed to:

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

Services

You authorize Us to utilize Fiserv to provide the Services to You on Our behalf.

You may use the On-Line Branch Home Banking to access service to:

- Transfer funds from and to Your share and share draft accounts.
- Obtain balance information for Your share, share draft, and loan accounts.
- Make loan payments from Your share and share draft accounts.

Your accounts can be accessed under the On-Line Branch electronic/PC access service via personal computer. On-Line Branch 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 data processing. 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. 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.

Funds will arrive at Your targeted Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction. Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed transfer to a targeted Account You will receive a transaction confirmation number (Confirmation Number).

Transfer Limitations For all share accounts, no more than six (6) preauthorized, automatic, telephone transfers, fax, personal computer 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, draft, or access card to a third party. If You exceed these limitations, Your account may be subject to a fee or be closed.

Care of Your Security Code and Security You agree that You will not give Your Security Code or make it available to any other person. You are responsible for safekeeping Your Security Codes. You understand that any joint owner You authorize to use Your Security Code 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 Security Code has been lost or stolen, or that someone has made payments and/or transfers using Your Security Code without Your permission, notify Us IMMEDIATELY by phone any time during Member Service hours or send an electronic message through the Service.

Payment Cancellation/Modification Except for those transfers that are completed immediately, You may cancel or modify a payment and/or transfer up to 7:00 a.m. Hawaii Standard Time (HST) the same Business Day You schedule for payment and/or transfer.

Member Liability You are responsible for any transactions You authorize. If You permit someone else to use Your Security Code, You are responsible for any transactions they authorize or conduct on any of Your accounts.

Tell Us AT ONCE if You believe Your Security Code has been lost or stolen or if You believe someone has used Your Security 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 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 used Your Security Code without Your permission. If You do NOT tell Us within two (2) business days after You learn of the loss or theft, 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 \$500.00

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 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, call:

(808) 935-9778
Fax: (808) 934-7572

or write to:

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

Statements All payments and/or transfers made via the Services will be listed on Your monthly Account statements (Statement) that You receive from Us.

New Services We may, from time to time, introduce new services or enhance the existing Services. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

Billing Errors In case of errors or questions about transfers from your share and share draft accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after We sent the FIRST statement on which the problem appears. Call us at:

(808) 935-9778
Fax: (808) 934-7572

or write to:

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

When You call or write Us, You must:

1. Tell Your name and account number.
2. Describe the payment and/or transfer You are unsure about and explain as clearly as You can why You believe it is an error or need more information. If possible, please provide Us with the Confirmation Number for such transaction.
3. Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within ten (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. If We need more time, however, We may take up to forty-five (45)** days to investigate Your complaint or question. If We decide to do this, We will credit Your 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 credit Your account.

We will tell You the results within three (3) business days of completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation.

* If You give notice of an error within thirty (30) days after You make the first deposit to Your account, We will have twenty (20) business days instead of ten (10) business days.

** If You give notice of an error within thirty (30) days after You make the first deposit to Your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, We will have ninety (90) days instead of the forty-five (45) days to investigate.

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 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.

Credit Union Liability

Credit Union 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 or Our agreement with You, We may be liable for Your losses or damages. However, We will not be liable for direct or consequential damages in the following events:

- You do not obtain Confirmation at the time You initiate a payment and/or transfer.
- 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.
- You have closed the designated Account.
- We have identified You as a credit risk and have chosen to (1) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic method, or (2) terminate Your subscription to the Services
- If You used Your Security Code in an incorrect manner.
- If circumstances beyond Your control (such as 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 or frozen because of a delinquent loan.

- If the Services, Your equipment, the software, or any communications link You use to conduct electronic/PC transactions is not working properly and You know or should have known about the breakdown when You started the transaction.
- Any other exceptions as established by the Credit Union.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

Additional Terms and Conditions

1. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice.
2. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Member Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

BE SURE TO CANCEL ALL OUTSTANDING PAYMENT AND/OR TRANSFER ORDERS WITHIN THE 30 DAY NOTIFICATION PERIOD. WE WILL NOT BE LIABLE FOR PAYMENTS AND/OR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.

3. These Terms and Conditions, the Services User Guide and applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at Your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.
4. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.

Termination of Services You may terminate this Agreement at any time by notifying Us in writing and stopping Your use of Our On-Line Branch Home Banking Services. We may also terminate this Agreement at any time by notifying You orally or in writing. We may also program Our computer not to accept Your Security Code for any EFT service. Whether You or the Credit Union terminates this Agreement, the termination shall not affect Your obligations under this Agreement for any EFTs made prior to termination.

Governing Law This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Hawaii and local clearinghouse rules, as 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.

Enforcement You are liable to Us for any loss, cost or expenses 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 a 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.