

E-BANKOH[®]
CONSUMER AGREEMENT AND DISCLOSURE STATEMENT
PLEASE PRINT AND SAVE

Please read this e-Bankoh Consumer Agreement and Disclosure Statement (this “Agreement”). It contains important information about e-Bankoh Online Services. If you have a printer, you should print a copy of this Agreement for your future reference. If you do not have a printer, you may obtain a copy by contacting us at the locations listed in SECTION A below.

When you use the Services (as defined in the Paragraph titled “DEFINITIONS” in SECTION B below) or you permit any other person to use the Services, you agree to the terms and conditions we have set out in this Agreement and any instructional material which we provide you or make available to you on our e-Bankoh website regarding the Services. Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and your acceptance of the electronic communications which we establish from time to time. All electronic communications that meet our requirements will be deemed valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you agree not to contest the validity of the original copies unless you have proof of altered data or tampering.

By completing your e-Bankoh Online Banking enrollment you demonstrated your ability to receive documents electronically from us and agreed to and accepted the terms of the e-Sign Agreement and this Agreement. By accepting this Agreement, you agree with us that we may add services, change the terms and provisions of this Agreement and the Services, including but not limited to the amount of the fees and charges described in this Agreement, in the future by e-mailing a notice to you and/or posting the change on the e-Bankoh service. Your enrollment for and/or continued use of any of the Services indicates your continuing acceptance of the terms of this Agreement as modified from time to time.

Once you are enrolled in the e-Bankoh Online Service, you may also enroll into e-Bankoh Mobile Banking Services. e-Bankoh Mobile Banking Services provide you with account access in addition to other features and services, using your mobile device. You must separately agree to the e-Bankoh Mobile Banking Services Agreement when you enroll into e-Bankoh Mobile Banking Services.

This Agreement governs and contains important disclosures required by applicable federal law about our e-Bankoh Online Services.

SECTION A: HOW TO CONTACT US

If you believe that your Security Code has been lost or stolen, or that someone has electronically transferred or may electronically transfer money from your Designated Account without your permission, you must tell us immediately by telephone or in writing. You may also contact us at these addresses and phone numbers if you want to update your e-Bankoh service, or if you have any questions about the Services covered by this Agreement, or if you wish to cancel enrollment of the Services.

- **In Hawaii:** 643-3888
- **In U.S. Mainland and Canada:** 1-888-643-3888
- **In American Samoa:** 684-633-2872
- **In Guam and Saipan:** 1-877-553-2424
- **In Palau:** 680-488-3338
- **TTY/TDD:** 1-888-643-9888

Or write us at: Bank of Hawaii, Online and Mobile Banking #361, P.O. Box 2900, Honolulu, HI 96846-6000

For more information about your rights and responsibilities for disputes, errors, unauthorized transfers, and lost Security codes if you are a Consumer, please refer to SECTION F and if you are a Sole Proprietor, please refer to SECTION G.

SECTION B: ABOUT THIS AGREEMENT

1. WHAT IS COVERED. This Agreement covers all Electronic Fund Transfers that you make, or authorize us to make, through our e-Bankoh Online Services and any services we may make available to you in the future.

2. AVAILABILITY OF PRODUCTS AND SERVICES. The products and Services described in this Agreement may not be available to all customers or available in all areas that Bank of Hawaii serves. Please consult our 24-Hour Bankoh by Phone customer service center or visit a Bank of Hawaii branch for more information.

3. WHAT IS NOT COVERED. This Agreement does not cover: (a) Transfers to and from accounts which are not primarily established for personal, family or household purposes except for transfers originated by a Sole Proprietor; (b) Transfers you initiate by using a check, draft or other paper instrument, including a scanned check transfer; (c) Transfers sent through the Federal Reserve Communications System or other similar networks that are used primarily for transfers between financial institutions or between businesses (often called 'wire transfers'); (d) Transfers to purchase or sell securities or commodities; and (e) Transfer instructions we receive by telephone. Please contact us for the agreements which apply to these types of transfers. Electronic fund transfers using Bank of Hawaii credit card products are covered by separate agreements.

4. DEFINITIONS. To make this Agreement easier to read, we gave the following words and phrases specific meanings. **Although they are bolded in this section, usage of these words are not bolded throughout the Agreement.**

“Account” is your Deposit Accounts owned by you and Credit Accounts under your name, currently existing and opened in the future.

“Application” is any oral, written or electronic request or application for Services (including replacement Security Codes) in order to perform Electronic Fund Transfers to or from your Designated Accounts.

“Authorized External account” is any checking, savings or money market account at Authorized Financial Institutions from which accounts you are authorized to access and have previously verified ownership through e-Bankoh.

“Authorized Financial Institutions” are financial institutions other than Bank of Hawaii, in the United States that have a valid ABA routing number.

“Billers” are the merchants and other third-parties who provide your account billing statements electronically, which statements you have requested to receive through the e-Bill portion of our e-Bankoh Bill Pay Service.

“Business Credit Accounts” are your Bank of Hawaii business term loans, commercial revolving lines of credit and other business credit products that are issued to a Sole Proprietor and approved by us for use with the Services from time to time.

“Business Days” are Monday through Friday, except U.S. federal holidays.

“Computer” is a personal computer, personal digital assistant, mobile devices, such as cellular telephones, or any other device which is compatible with and supported by our Services. This includes a modem or other telecommunications equipment necessary to connect to the Service being used.

“Consumer” is an individual who maintains Accounts and uses the Services for personal, family and household purposes.

“Credit Accounts” are your installment loans, Business Credit Accounts and Line of Credit Accounts. Your Home Equity CreditLine, Equity FlexLine, Home EquityLine, Personal FlexLine Accounts, CoverCheck Accounts, and commercial revolving lines of credit accounts issued to a Sole Proprietor are collectively referred to in this Agreement as your “Line of Credit Accounts”.

“Credit Card Accounts” are your Bank of Hawaii branded credit cards whether issued by Bank of Hawaii or other financial institutions.

“Deposit Accounts” are your checking, savings, time deposit and Individual Retirement Accounts.

“Designated Accounts” are all of your Accounts that you have or will designate to have electronic transfer capability.

“Electronic Fund Transfers” are transfers and payments made by use of a Computer through the Services that affect your Bankoh savings and/or checking account located in the United States.

“Mortgage Accounts” are your Bank of Hawaii residential mortgage loans.

“Online Banking Services” are the Services.

“Payment Account” is any of your checking Accounts which you select to use to make a payment with the Bill Pay Service.

“Primary Payment Account” is the Payment Account you designate when you submit an Application for the

Bill Pay Service.

“**Security Codes**” are the e-Bankoh user names and passwords and any other code issued by us in the future for use with the Services to access your Designated Account and initiate Electronic Fund Transfers.

“**Services**” are our e-Bankoh Online Banking Services described in SECTION C. It also includes, to the extent applicable, any additional features which we offer through the Services in the future.

“**Sole Proprietor**” is an individual, who owns and operates a business under his or her name or a trade name, and not as a partnership, a limited liability company or other business entity, and reports income from the business for federal and state income tax purposes on his or her individual tax return under his or her social security number.

“**you**” or “**your**” refer to everyone who owns or is authorized to do transactions on a Designated Account.

“**you**” and “**your**” also mean anyone who has received or uses Security Codes to make Electronic Fund Transfers.

“**we**”, “**us**” or “**our**” refer to Bank of Hawaii.

SECTION C: E-BANKOH ONLINE BANKING SERVICES (“e-Bankoh”)

1. THE BANKING SERVICE.

a. FEATURES. You may use a Computer to access e-Bankoh to do some or all of the following:

- View balances for your Deposit Accounts, Credit Accounts, Mortgage Accounts and Credit Card Accounts
- View deposits and withdrawals posted to your Accounts.
- Transfer funds between your Designated Accounts (transfer of funds are not allowed between Bank of Hawaii Accounts in Palau and Accounts in other locations)
- Make payments from your checking or savings Designated Accounts to your Credit Accounts and Mortgage Accounts
- Obtain advances from your Line of Credit Accounts that are Designated Accounts and deposit them into your checking or savings Designated Accounts
- Any Account that is not a Designated Account will have view-only capability (if you would like to establish transfer capability for these accounts, contact us using the phone numbers in section A)
- Enroll for online statements, notices and tax forms (if you elect to enroll for online deposit account statements, notices or tax forms, you will no longer receive paper versions of these documents)
- Enroll for the Bill Pay Service to schedule and make bill payments from your checking Account(s) to us and your Payees
- Enroll for the External Transfer Service to transfer funds to your Deposit Accounts from Authorized External accounts
- Update your e-Mail, phone numbers, and mailing address
- Download the transaction history for your Accounts
- Request a stop payment for a check you wrote on your checking Account
- Access your Credit Card Accounts through the Bank of Hawaii branded credit card site where you will be able to view other accounts you may have with our processing partner Barclaycard US which may include services which use personal, credit worthiness, and/or account information
- Access your Mortgage Accounts through the Mortgage Account Management Center site where you will have access to additional information and features on your Mortgage Account

In addition, you may also perform any additional procedures and access any additional services added to e-Bankoh in the future.

b. E-BANKOH NOT AVAILABLE FOR SECURITIES TRADING. You may not transfer funds from your Deposit and Credit Accounts to your investment accounts maintained at Bankoh Investment Services, Inc., or use e-Bankoh to liquidate securities and/or mutual fund shares held in those investment accounts and transfer the proceeds to your Deposit and Credit Accounts.

c. SYSTEM REQUIREMENTS. You are responsible for obtaining and maintaining an Internet service as well as the Device, operating system, and software necessary to ensure proper access to e-Bankoh. Online Banking Services are only accessible via the Browsers stated in the Systems Requirements. Browsers must support Secure Sockets Layer technology and 128-bit encryption. Systems Requirements can be viewed at www.boh.com/ebankoh/system-requirements.asp.

d. E-MAIL. You may send your non-Account related questions about e-Bankoh to us at the e-mail address displayed on boh.com or using our secured Message Center in e-Bankoh Online Banking. E-mail is generated and received using the software on your Computer, and is not automatically encrypted or secured by us. E-mail should

not be used (i) if you have questions about your Electronic Fund Transfers or Accounts, (ii) to initiate an Electronic Fund Transfer, (iii) if you discover an Account error, (iv) if you discover an unauthorized transaction, (v) or if you believe someone else may have access to your Security Codes. In those situations, contact us at the address or telephone number listed in SECTION A.

Keep your e-mail address up-to-date. Because e-mail is the primary notification method used for the Service, it is important to keep your e-mail address current. You acknowledge and agree that any notification sent to your e-mail address on file with us constitutes delivery of such notification regardless of whether you actually receive it or not.

Please note: Although Bank of Hawaii uses e-mail to send customer notices about enhancements and important information we will never send an e-mail asking you to confirm personal information such as Security Codes, passwords, account numbers, PIN or Social Security numbers. If at any time you receive an e-mail that you feel is questionable, please contact our 24-Hour Bankoh by Phone customer service center for verification.

e. E-BANKOH SECURITY CODES.

- (i) Access to e-Bankoh will be blocked if incorrect Security Codes are repeatedly entered or if you fail to answer authentication questions provided. If this occurs, please telephone us at our 24-Hour Bankoh by Phone customer service center number listed in SECTION A for assistance.
- (ii) e-Bankoh allows you to change your Security Codes through an on-line Application. We strongly recommend that you change your Security Code often. If you forget your Security Code, you must contact us and we will issue you a temporary code which will require you to change your security code in order to sign on.
- (iii) You agree not to give your e-Bankoh Security Code, or make it available, to any person who is not authorized to make Electronic Fund Transfers on your Accounts. Because the same Security Code can be used to access information about your Accounts, transfer money from your Deposit and Line of Credit Accounts, and to pay others through the Bill Pay Service, you will be deemed to have authorized all of these uses if you provide your Security Code to an account aggregation service, accountant, or other person to access your Account information.

f. E-BANKOH LIMITATION OF LIABILITY. Except as otherwise expressly provided for in this Agreement or by applicable law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary economic or otherwise, caused by e-Bankoh or the use of e-Bankoh. This specifically includes such losses arising in any way out of the installation, use or maintenance of software on your Computer; the Computer hardware; the availability or quality of your telephone or internet connection to e-Bankoh; interception of data between your Computer and e-Bankoh; or otherwise caused by any software, hardware or telecommunications service providers or their agents or subcontractors. We are not responsible for any home banking, personal financial management software, account aggregation services, or other products or services which you use with e-Bankoh data unless we provide them to you. We also are not responsible for any damage to your Computer, software, modem, telephone or other property resulting from your installation, use or maintenance of hardware or software, or from viruses, worms, trojan horses, malware, spyware, or other harmful components that may enter your Computer from your connection to the Internet.

2. THE EXTERNAL TRANSFER SERVICE.

a. FEATURES PROVIDED. You may use this Service to make transfers to any of your Deposit Accounts that are Designated Accounts from your Authorized External accounts through the e-Bankoh External Transfer (“External Transfer”) Service.

b. AUTHORIZED EXTERNAL ACCOUNTS. Your “Authorized External accounts” are your accounts at Authorized Financial Institutions from which you are authorized to access and have verified ownership through the e-Bankoh Service. Transfers are made on the date that you schedule the transfer to be made (“Transfer Date”) for one-time transfer (“One-Time Transfer”) or beginning on the date you schedule the transfers to begin (“Start Date”) for recurring transfers (“Recurring Transfers”).

c. OBTAINING AND SHARING INFORMATION ON AUTHORIZED EXTERNAL ACCOUNTS. By establishing Authorized External accounts, you agree that we may obtain information about your Authorized External accounts and disclose that information to third parties in order to facilitate the proper handing and crediting of your external transfers. Whenever requested to do so by us, you shall cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper to carry out the intent and purpose of your agreement that we may obtain information about your Authorized External accounts and disclose that information to third parties.

d. HOW TRANSFERS ARE MADE. By using the External Transfer Service, you authorize us to make transfers to your Deposit Accounts by initiating electronic transfers from your Authorized External accounts.

e. PROCESSING YOUR EXTERNAL TRANSFER REQUESTS. We will begin processing a transfer request on

the same day as the request only if we receive the request prior to 6:00 p.m. Central Time.

f. TIMING OF YOUR EXTERNAL TRANSFERS FROM AN AUTHORIZED EXTERNAL ACCOUNT TO YOUR DEPOSIT ACCOUNT. For a One-Time Transfer from an Authorized External account to your Deposit Account, we will deduct the funds from your Authorized External account at the Authorized Financial Institution on the Transfer Date or within 2 Business Days thereafter. For Recurring Transfers from an Authorized External account to your Deposit Account, we will deduct the funds from your Authorized External account on the Start Date or within 2 Business Days thereafter and we will continue to deduct funds from this Authorized External account for subsequent transfers, using the Start Date as a reference point based on the frequency you schedule. Thereafter, the date upon which the subsequent transfers are to be made will be the Transfer Date.

FUNDS AVAILABILITY: When you transfer funds from an Authorized External account to your Deposit Account, the funds will not be available for your use or withdrawal until 4 Business Days after the transfer is deposited into your Deposit Account, even if such transfer is reflected in your current balance.

g. RESERVED.

h. CHANGING OR CANCELLING TRANSFERS. You may change or cancel a One-Time Transfer until 6:00 p.m. Central Time on the Transfer Date and all future Recurring Transfers until 6:00 p.m. Central Time on the next Transfer Date using e-Bankoh. You may not change or cancel external transfers by using e-mail.

i. LIMITATIONS. You may only make transfers to your Deposit Accounts from Authorized External accounts at Authorized Financial Institutions and you agree not to transfer funds between these accounts unless you have authority to do so.

You may use External Transfer to perform an unlimited number of transfers to your Deposit Accounts from Authorized External accounts, provided, however, in any one (1) Business Day, the total aggregate dollar amount of all transfers Deposit Accounts from Authorized External accounts shall not exceed \$2,500 and in any one (1) calendar month, the total aggregate amount of all transfers to Deposit Accounts from Authorized External accounts shall not exceed \$10,000.

We reserve the right to increase these limits with notification to you.

3. THE BILL-PAY SERVICE.

a. FEATURES PROVIDED. Once you have enrolled in the Bill Pay (“Bill Pay”) Service, you may use this Service to make payments from your Payment Account to Payees through this Service. You may review the last payment made through the Bill Pay Service for each Payee, and the next scheduled payment for any Payee

b. PAYEES. A “Payee” is either a Business and or an Individual Payee. A “Business Payee” is any business, merchant, or professional that generates a bill or invoice for products or services, and that has an address we can verify. “Individual Payees” are individuals, family, or friends you pay for non-business purposes that have an address we can verify.

c. YOUR PAYEE LIST. You must provide enough of the information we request about each Payee to properly direct a payment to that Payee and permit the Payee to identify the correct account (“Payee Account”) to credit with your payment. This information may include, among other things, the name, address and telephone number of the Payee, and your Payee Account number. If you do not provide us with enough information, your payments may not be made, or the Payee may credit payments to an incorrect Payee Account. You may create and make changes to your Payees by entering your Payee information into the Bill Pay Service. (Your Payee names and Payee Account numbers are stored on a host computer and can be retrieved, deleted or changed at your convenience). In most cases, all changes to your Payee information are updated immediately.

d. OBTAINING AND SHARING PAYEE ACCOUNT INFORMATION. By using the Bill Pay Service, you agree that we may obtain information about your Payee Accounts and disclose that information to third parties in order to facilitate proper handling and crediting of your payments.

e. PAYMENT ACCOUNT. If your Payment Account is closed or suspended for any reason, we will designate an alternate Payment Account as your Primary Payment Account. If you do not designate an alternate Payment Account, we reserve the right to discontinue or suspend the Bill Pay Service and stop any pending transactions. You understand and agree that we do not have to make a payment regardless of the balances in your other Deposit Accounts if you schedule a payment and there are insufficient available funds in your Payment Account and you do not have sufficient CoverCheck or business overdraft credit available.

f. LIMITS ON BILL PAY PAYMENTS. Payments may be made only to Payees with a payment address in the continental United States, Hawaii, Alaska, Guam, Saipan and American Samoa, and only in U.S. dollars. You may use Bill Pay to make a payment of alimony, child-support, taxes, or other governmental fees or court-directed payments through the Bill Pay Service. However, those payments will not be covered by the Payment Guarantee described in the Sub Paragraph titled "PAYMENT GUARANTEE" below. You may not use the Bill Pay Service to settle securities purchases. You agree that we do not have any duty to monitor payments made through the Bill Pay Service, and that all payments are subject to the limitations provided in this Agreement.

g. HOW PAYMENTS ARE MADE. By using the Bill Pay Service, you authorize us to make payments from your Payment Account by either electronic transfers, checks written on an account we or our agent(s) maintain for that purpose, or on paper drafts drawn on your Account even though those drafts are not signed by you. We may combine payments from a number of customers to one Payee. The method of payment shall be at our discretion, and may change from time to time.

h. TIMING OF YOUR PAYMENTS.

(i) Payments are deducted from your Payment Account on the payment 'Send On' date you select when you scheduled your payments and are sent to your Payees on the next Business Day. Although the payment is processed and sent to your Payee on the next Business Day, we cannot guarantee when the payment will be received by the Payee or credited to your account with the Payee, if applicable. Payments must be scheduled by 8:00 p.m. Central Time on a Business Day in order for the payment Send On date to be that Business Day. Payments scheduled after 8:00 p.m. Central Time or on a non-Business Day will have a payment Send On date of the next Business Day, at the earliest. You must have sufficient available funds in your Payment Account or a sufficient available credit limit under your CoverCheck or business overdraft account on the payment Send On date to cover each payment, or it could be rejected.

(ii) For Payees in the continental United States, Alaska or Hawaii, the payment Send On date must be at least five (5) Business Days prior to the payment due date, excluding any applicable grace periods allowed by the Payee. We will not be responsible for any late payment or loss you may incur if your payment Send On date is not at least five (5) Business Days prior to the payment due date. For Payees outside of the continental United States, Alaska and Hawaii, the payment Send On date must be at least ten (10) business days prior to the payment due date, excluding any applicable grace periods allowed by the Payee. Payments to a Payee with an address outside of the continental United States, Alaska and Hawaii are not covered by the Sub Paragraph titled "PAYMENT GUARANTEE" below.

i. SINGLE PAYMENTS.

Single Payments are one-time payments and may be made for fixed amounts. The payment Send On date for a Single Payment may not be more than one year from the day you schedule the Single Payment.

j. RECURRING PAYMENTS.

(i) Recurring payments may be scheduled to recur on a weekly, bi-weekly, monthly, quarterly, semi-annual or annual basis, for a fixed amount. You may also set up recurring payments for Payees that you activated to receive e-bills so that a payment is sent in accordance with payment rules that you specify. The payment Send On date for your first Recurring Payment must be within one (1) year from the date you schedule the Recurring Payment.

(ii) If the payment Send On date falls on the 30th or 31st of a month that does not have that date, such as February, the payment Send On date will be the last Business Day of that month. If the payment Send On date falls on a non-Business Day or Federal holiday, the payment Send On date will be the next Business Day. Thus, your actual payment Send On date in any month may not be the same. Please note that if in these circumstances the payment Send On date changes and does not fall at least five (5) Business Days before the payment due date, the Payment Guarantee described in the Sub Paragraph titled "PAYMENT GUARANTEE" below does not apply.

(iii) If you are making Recurring Payments on an installment loan, such as an automobile loan, you must cancel your payment authorization if the loan is paid in full in advance of the ending date you originally specified. If you fail to do so, payments will continue to be made from your Payment Account.

k. SCHEDULING PAYMENTS. The standard limits for Bill Pay allow you to electronically schedule a single or recurring payment in any amount not less than \$1 and not exceeding \$20,000. In addition, the total of all payments made on any one day through the Bill Pay Service cannot exceed \$20,000. Any bill payments that exceed these amounts will be rejected and will not be processed. This includes any previously scheduled manual and automatic payments. Please review your scheduled payments and adjust accordingly. To review your scheduled payments in Online Banking, go to 'My bills & scheduled payments' from the 'Make Payments' tab while on e-Bankoh. You must first set up your payment by: (i) selecting an existing Payee or entering the required new Payee Information in accordance with the on-screen instructions; (ii) entering the amount of your payment; (iii) entering the payment Send On date and; (iv) for Recurring Payments, entering how frequently you would like such payments to be initiated.

If you have an established Private Banking relationship with Bank of Hawaii, you may schedule a single or recurring payment in any amount not less than \$1 and not exceeding \$50,000. In addition, the total of all payments made on any one day through the Bill Pay Service cannot exceed \$100,000. Should your Private Banking relationship with Bank of Hawaii terminate, the per payment and daily limits will be restored to the standard limits in effect at that time for Bill Pay.

(We reserve the right to reject and refuse to pay any Payee at our sole discretion. If we do so, we will use reasonable efforts to notify you of our decision. However, we will not be obligated to provide you with a notice if you attempt to schedule a payment which is prohibited under this Agreement.)

I. CHANGING OR CANCELING PAYMENTS.

(i) If you need to change the payment amount and/or the payment Send On date of any scheduled payment or to cancel a payment, you must do so by using the Bill Pay Service. Payments, including Recurring Payments, may be canceled, changed or rescheduled in this manner any time prior to 8:00 p.m. Central Time on the payment Send On date. You cannot use the Bill Pay Service to change, cancel or stop a payment at any time after 8:00 p.m. Central Time on the payment Send On date.

(ii) When you cancel a Recurring Payment, you must indicate whether you are canceling one of the scheduled Recurring Payments or all of the scheduled Recurring Payments to that Payee.

m. CHECK PAYMENTS. If we make your payment to a Payee by mailing a check drawn on an account we or our agent maintain for this purpose, and the check has not been presented for payment within our payment cut-off period, we will investigate the status of the check. If the Payee cannot be reached, or the payment is to an Individual Payee and the check has not been presented for payment within ninety (90) days after the Payment Due Date, we may elect to place a stop payment order on the check, or otherwise cancel the check, and credit your Payment Account.

n. PAYMENT GUARANTEE. In addition to our liability as discussed elsewhere in this Agreement, and subject to the conditions described below, we will reimburse you for any late payment fees or penalties you are charged, up to a maximum of \$50 per scheduled payment, as a result of the failure of a Business Payee to receive a payment made through the Bill Pay service by the Payment Due Date if you meet each of the following conditions:

(i) You must properly schedule the payment for a payment Send On date at least five (5) Business Days prior to the Payment Due Date for payments made to a Payee with an address in the Continental United States, Hawaii, or Alaska excluding any applicable grace periods allowed by the Payee;

(ii) The payment must be to a Payee who has an address in the Continental United States, Hawaii or Alaska;

(iii) You must provide us with the correct Payee name, address, Payee Account information, the correct payment amount and the payment Send On date;

(iv) On the payment Send On date your checking Account must contain sufficient available funds, including, if applicable, any available credit on your CoverCheck or business overdraft account, to complete the payment;

(v) You must complete the scheduling of your payments;

(vi) The late payment fee or penalty may not be for late payments made before you started using the Service to make your payments to the Payee Account;

(vii) The Payee must be a Business Payee;

(viii) The payment may not be for alimony, child-support, taxes, or other governmental fees or court-directed payments.

(ix) The Payee Account cannot be overdue or otherwise subject to late payment fees or penalties on the Payment Send On date;

(x) The late payment fee or penalty, or the method of its calculation, must be in writing and effective prior to the Payment Send On date;

(xi) Your Computer must have been functioning properly; and

(xii) You must submit to us written verifiable evidence that you have incurred a late fee or penalty, such as a copy of an account statement or letter stating that a late fee or penalty has been charged.

4. THE E-BILL SERVICE.

a. FEATURES. If you have Bill Pay, you may use the e-Bill Service to instruct your participating Billers to send your billing statements, such as your utility and department store account bills (collectively, "e-bills"), to you through Bill Pay and e-Bankoh. Once your Billers are added to e-Bill Service, billing statements from your Billers will appear on e-Bankoh shortly after they are issued by your Billers, and you will be able to make payments to your Billers through Bill Pay. When you activate e-Bill Service for your Billers, we either will notify the Biller of your request to receive e-bills, or use your username and password to obtain your e-bill pursuant to your authorization in the Sub Paragraph titled "YOUR AUTHORIZATIONS" below. The presentment of your first e-bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of your account

with each Biller. Additionally, your continuing receipt of a paper copy of your billing statement(s) is at the sole discretion of the Biller. While e-Bill Service is being activated for your e-bill, it is your responsibility to keep your accounts with your Billers current. Each of your Billers may reserve the right to accept or deny your request to receive e-bills.

b. YOUR AUTHORIZATIONS. Your activation or/use of e-Bill Service for the electronic presentment of e-bills from your Billers through Bill Pay will be deemed by us to be your authorization for us to obtain e-bill data from the Biller on your behalf. For some Billers, we will access your billing data from the Biller pursuant to our agreement with the Biller. For other Billers, you will be asked to provide us with confidential sign-on information, such as your username, password and other personal data that is necessary to set up an e-bill. By providing us with your sign-on information, you authorize us to use your sign-on information to access your Billers' websites to obtain your billing information from your Billers, and you appoint us as your agent for the limited purpose of setting up e-Bill Service for this Biller. You further authorize us to make your e-bill payments by electronic, paper, or other means that we deem appropriate.

c. UPDATING YOUR INFORMATION. e-Bill Service is unable to update or change your personal information such as, but not limited to your name, address, telephone number, e-mail address, password and username that you provide to your Billers. If you update or change any of your information, you will need to make those changes by contacting your Billers directly. You also agree not to use someone else's information to gain unauthorized access to another person's accounts with the Billers. e-Bill Service may, at the request of the Biller, provide to the Biller your e-mail address, address, or other data specifically requested by the Biller at the time of activating the electronic file for that Biller, for purposes of the Biller informing you about e-bill and/or billing information.

d. NOTIFICATIONS. You may set up e-mail alerts so that you receive an alert when your e-bill arrives and an alert when payment is due. Notifications and reminders are solely for your convenience; it is your responsibility to maintain an accurate e-mail address and to logon to e-Bankoh to check for the delivery or status of your e-bills. We will use our best efforts to present all of your e-bills promptly.

e. CANCELLATION OF E-BILL SERVICE. Your Biller may reserve the right to cancel the presentment of e-bills at any time. If any of your Billers do so, you will receive your bills in a paper form by mail, and you will not receive and will not be able to pay those bills through e-Bill Service. You may cancel the e-bills from your Billers at any time. The timeframe for cancellation of your e-bills may vary from Biller to Biller, and it may take up to sixty (60) days, depending on the billing cycle of each Biller. e-Bill Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. e-Bill Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f. NON-DELIVERY AND COPIES OF E-BILL(S); BILLING RECORDS. You agree to hold us and our officers, directors, employees and agents harmless if a Biller fails to deliver your e-bills to us. You are responsible for ensuring timely payment of all of your e-bills. Although e-Bill Service will retain your e-bill information for up to eighteen (18) months, you should also save your e-bill information. You are responsible for updating any billing information that impacts the delivery of your e-bills, including but not limited to the username and password used to access your statements with your Biller.

g. ACCURACY AND DISPUTE OF AN E-BILL. We are not responsible for the accuracy of your e-bills. We are only responsible for presenting to you the e-bill information we receive from your Billers. Any discrepancies or disputes regarding the accuracy of your e-bills must be addressed by you with your Billers directly.

h. PRIVACY. When e-bills are set up with your Billers, you will provide certain information to us that will be forwarded to your Billers to complete the setup of the e-bills. If you have any questions concerning the future use of that information, you should contact your Billers directly.

i. AGREEMENTS WITH BILLERS. You must be registered with each Biller for online access to your Billers' websites and/or to receive online bills from your Billers, and you must review the Billers' instructions and disclosures for receiving online bills. This Agreement does not alter your liability or obligations that exist between you and your Billers, such as your account agreements, the Billers' instructions for online bills, and the Billers' website terms and conditions. You acknowledge and agree that you are solely responsible for determining whether e-bill does or does not comply with the terms and conditions of your agreements with your Billers.

SECTION D: RESERVED.

SECTION E: ADDITIONAL TERMS APPLICABLE TO ELECTRONIC FUND TRANSFERS AND THE SERVICES

1. YOU MAY REQUEST THE SERVICES FROM US BY COMPLETING AN APPLICATION. By signing a paper Application or transmitting an Application to us over the Internet, you are representing that all of the information in it is true and correct. If you submit a written application to support your request for the Services, we will keep the original or an electronic image of it. Your Application is subject to our review and approval. If we approve the application, we will send the requested Security Code to the physical postal address or e-mail address currently in our records.

2. AGREEMENT. By using any of the Services and/or by making Electronic Fund Transfers, you agree to all of the terms and conditions contained in this Agreement.

3. CONSUMER AND SOLE PROPRIETOR USE ONLY. The Services are not specifically designed or intended for business or commercial purposes. Therefore, you may only use the Services for personal, family and household purposes, or for the business transactions we authorize for Sole Proprietors from time to time, and may not use the Services for any other commercial purpose, including but not limited to making transfers or payments on behalf of any other person or entity. If you are a Sole Proprietor, you understand and agree that, when you use the Services and make Electronic Fund Transfers for non-Consumer purposes by using one or more business checking and savings Accounts as your Designated Accounts, our obligations and the limitations on Consumer liability, as set forth in the SECTION titled "CONSUMER ERRORS, DISPUTES, AND LOST/STOLEN SECURITY CODES" below, do not apply to the transfers and payments you make to and from your business checking and savings Accounts, and those transfers and payments will be governed by the provisions of the SECTION titled "CONSUMER ERRORS, DISPUTES, AND LOST/STOLEN SECURITY CODES" below.

4. TIMING AND LIMITS OF ELECTRONIC FUND TRANSFERS. Unless a different time is specified in this Agreement, all Electronic Fund Transfer requests must be received by 11 p.m. Hawaii Standard Time in order for the transfer to be completed on that Business Day. We do not limit the frequency or dollar amount of your Electronic Fund Transfers, except to the extent stated in this Agreement or disclosed through the Services.

5. SECURITY CODE LIMITATIONS. You may only use the Security Code for the purposes described in this Agreement to the extent the law allows and to the extent the particular Service is able to perform the transaction. You agree not to use the Security Code to:

- (a) Make a withdrawal of cash from your Designated Account which exceeds the maximum daily withdrawal limits under this Agreement;
- (b) Initiate an Electronic Fund Transfer which would cause the balance of collected funds in your Designated Account to go below zero; or
- (c) Initiate an Electronic Fund Transfer affecting any Account which is not your Designated Account. If you do any of these things, we may complete the transaction but we are not required to do so. If we do so, you agree to pay us any excess or improperly withdrawn or transferred amount immediately upon request. We reserve the right to limit the number and amount of Electronic Fund Transfers. We may also limit or refuse to complete an Electronic Fund Transfer if necessary for security reasons.

6. LINE OF CREDIT ADVANCE LIMITATIONS. To the extent available, you may obtain advances from your Line of Credit Accounts, except for your CoverCheck Accounts, through the Services. Such advances must be transferred into one or more of your Deposit Accounts. All advances on your Line of Credit Accounts are subject to any minimum draw and other transaction requirements contained in the applicable Account agreements. If your Line of Credit Accounts include one or more Home Equity CreditLine, Equity FlexLine, Home EquityLine or Private BankLine Accounts, you are not required to use the Service to obtain advances from those Accounts, and you may still use any other method to obtain advances that is permitted in the Account Agreements for those Accounts.

7. DEPOSIT ACCOUNT TRANSFER LIMITATIONS.

- (a) Transfers from your checking and savings Account may not be completed if you do not have sufficient available funds in your Account to do so, if the funds in your checking or savings Account are subject to legal process or other encumbrances restricting the transfer, or if the funds in your Accounts are subject to a hold on the funds pursuant to our current hold policy. If you do not have sufficient available funds on deposit to cover a transfer of funds from your Deposit Account, we may reject the transfer without payment. We may elect, however, in our sole discretion, to create an overdraft by allowing the transfer. Please see the FEE SCHEDULE for Personal Checking and Savings Accounts for applicable fees.
- (b) You may not transfer funds from any of your savings Accounts which are pledged as collateral for loans you have with us or a third-party. You may not use the Services to close or renew your time deposit Accounts or transfer funds to and from your time deposit Accounts.

8. ENTIRE AGREEMENT. This Agreement, along with the agreements for your Accounts (the "Account Agreements"), including but not limited to our current Check Hold Policy and Fee Schedule, as well as Applications and any other terms and conditions referenced in this Agreement constitute the complete and exclusive agreement between you and us related to Electronic Fund Transfers using the Cards and the Services. You also agree to be

bound by any express limitations and restrictions regarding the Services at www.boh.com, and you further agree that product descriptions, explanations of Services, Frequently Asked Questions, glossary of terms and helpful hints provided at www.boh.com are provided for your convenience only.

9. AMENDMENT OF ACCOUNT AGREEMENTS.

(a) You agree that this Agreement amends the agreements for your Accounts.

(b) Regardless of any Account Agreement language to the contrary, you authorize us to debit or credit your Account as appropriate for the total amount of the electronic payment you initiate through Bill Pay, and/or any other Electronic Fund Transfer you authorize. Each Electronic Fund Transfer debit entry will have the same legal effect as a written withdrawal on an account. Each Electronic Fund Transfer credit entry will have the same legal effect as a deposit to an account. By using the e-Bankoh Bill Pay Service to electronically direct us to make payments to Payees, you agree that you are authorizing us to debit the amount of those payments from your Payment Account and transfer the payments to your Payees on your behalf without your signature and without prior notice to you.

(c) In the event of a conflict between this Agreement, the Account Agreements, any statement by our employees or agents, or any representation or statement relating to or set forth in the Services as to matters relating to the Services, then this Agreement shall control. To the extent that any terms and conditions of this Agreement are inconsistent with the Account Agreements, the Account Agreements are amended. These amendments will automatically terminate if this Agreement and the Services are terminated, and from that time the Account Agreements will remain in effect without the amendments made in this Agreement. Except for amendments specifically made by this Agreement, all of the terms and conditions of the Account Agreements, **including but not limited to the provisions on waiver of jury, and the Fair Credit Reporting Act**, remain unchanged and in full force and effect.

10. JOINT AND INDIVIDUAL RESPONSIBILITY AND AUTHORITY. If your Account is affected by an Electronic Fund Transfer and is a joint account, then each of you will be bound by this Agreement and each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. In addition, unless prohibited or restricted by applicable law, you acknowledge and agree that each one of you is fully authorized to take any and all actions related to an Electronic Fund Transfer on behalf of all of you, including but not limited to obtaining, using and terminating Security Codes, and for initiating Electronic Fund Transfers to and from your Designated Account.

11. TWO SIGNATURE LIMITATIONS. The signature cards for your Deposit Accounts, and the application, resolution or other related documents for your Credit Accounts identify who is authorized to make Transfers, obtain advances, stop payments, obtain ancillary services, and otherwise give us instructions regarding your Designated Accounts. Although those documents may indicate that more than one signature is required on checks, for the withdrawal or transfer of funds, or to obtain a credit advance, that notation is principally for your own purposes. We do not assume a duty to support multiple signature requirements in connection with the Services. As such, **we assume no duty to confirm that two or more (or any combination) of authorized signers on an Account are Authorized Users and/or have approved any transaction.**

12. STATEMENTS. Information on all of the Electronic Fund Transfers and Bill Pay payments made by use of the Services during a particular month will appear on the periodic statement for the affected Accounts. The periodic statements for your Accounts prepared by us (your "Account Statements") are the official statements for your Accounts. You agree to promptly check and carefully review your Account Statements and compare your Account Statements with any statements obtained through the Services for your Accounts. If there are discrepancies between your Account Statements and any statements obtained through the Services, you should contact us at the telephone number or address in SECTION A.

13. FEES/CHARGES. You agree to pay on demand all Service Fees that we may charge for or in connection with the issuance and use of the Security Codes, or the Services. The current fees/charges for the Services are listed at the end of this Agreement. We may change those fees from time to time, and we will provide you with notice of such change as required by applicable law. Unless otherwise indicated, we may deduct the amount of the fees/charges from your Designated Account. If your Designated Account is a checking Account, you will pay to us on demand any debit balance in your Designated Account caused by the deduction of fees/charges or Electronic Fund Transfers, along with any overdraft charges.

14. RESERVED.

15. ATTORNEYS' FEES. If we ever have to file a lawsuit to collect what you owe us, you agree to pay our reasonable expenses, including our attorneys' fees and costs.

16. YOUR SECURITY CODE. You are responsible for the confidentiality and use of your Security Code and any transactions initiated with your Security Code. You should not write your Security Code down at all, but if you do, do not write it any place where it may be found and used to access the Services. If you disclose your Security Code to

someone, you are authorizing him or her to access your Designated Accounts and to do anything that you could do at any time, even if you only intend to authorize him or her to perform a specific transaction.

17. DISCLOSURE OF INFORMATION.

(a) By submitting an Application, you authorize us to verify the information it contains. If you agree as part of a written Application, we may receive and exchange information about you, both now and in the future. If you use the Bill Pay Service, you agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

(b) We will disclose information to third parties about your Accounts with us for the Electronic Fund Transfers you make: (i) Where it is necessary for completing an Electronic Fund Transfer; or (ii) In order to verify the existence and condition of your Account for a third party, such as a credit bureau, Biller or merchant; or (iii) In order to comply with governmental agency or court order; or (iv) If you give us your written permission; or (v) To our affiliates or third parties for marketing or other legitimate business purpose, to the extent permitted by applicable law.

(c) Please refer to our Privacy Statement for additional information about our responsibility to protect the privacy of your personal financial information.

18. RECORDING OF COMMUNICATIONS. When you access any of the Services or otherwise communicate with us, the Bill Payment, Transfer, Account inquiry, e-mail or other information you enter or speak may be recorded for confirmation or quality assurance purposes. By using any of the Services, you consent to such recording.

19. SERVICE EQUIPMENT. You are responsible for obtaining, installing, maintaining, and operating any telephone, Computer and other electronic and telecommunication devices you use in connection with the Services. We will not be responsible for any errors or failures from the malfunction or failure of the electronic and telecommunication equipment you use to access the Services.

20. SERVICE OUTAGES. Although the Services are usually available 24 hours a day, 7 days a week, at certain times such as during maintenance periods, some or all of the Services may not be available.

21. EXCLUSIONS OF WARRANTIES. YOU AGREE THAT WE ARE PROVIDING THE SERVICES ON AN “AS IS” BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22. SUSPENDING, BLOCKING OR TERMINATING THE SERVICES.

(a) You may terminate your use of any Service at any time by calling us or writing to us at the telephone number or address in SECTION A. If you terminate your use of the Services, you agree to provide us with ten (10) Business Days prior written notice. In addition, before you terminate the Services, you must separately cancel all your checking and savings Accounts transfers, and Line of Credit Account transfers and/or Bill Pay payments you scheduled through the Services. If you do not cancel them before you terminate the Services, those transfers and payments may still be made.

(b) We may suspend or terminate your use of any of the Services, or your ability to make other Electronic Fund Transfers, or block a transaction or payment that you have scheduled using any of the Services, at any time for any reason without prior notice. Your access to the Services may, for example, be terminated if your Accounts are closed for any reason, or we believe your Accounts and/or the Services are being used improperly or illegally. We may also terminate your use of the Services if you do not sign on to the Services using your e-Bankoh user name and password for a continuous period of three (3) months. Although we are not obligated to do so, we may block a scheduled transaction or payment, if, for example, we have reason to believe that it is not in our or your best interest for the payment or the transaction to be made. In addition, the Bill Pay Service may be terminated if you do not schedule a payment for a continuous period of three (3) months, your Payment Account is closed, there are insufficient funds in your Payment Account to process the payment and either you do not have a CoverCheck or business overdraft account or the available CoverCheck or business overdraft account credit limit is insufficient to cover the amount of the payment, or if access to your Payment Account is restricted for any reason. Whether you terminate this Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any Electronic Fund Transfer to be completed after this Agreement has been terminated. You will be responsible for any Service Fees which have not been posted to your Designated Account. Termination will not affect your liability or obligations under this Agreement for Electronic Fund Transfers we process on your behalf. However, termination will result in a loss of transaction history information about your Accounts and Bill Pay Payee information stored on the Services.

23. CHANGING THIS AGREEMENT. We may change, delete, or add to the terms and conditions of this Agreement, and make changes, deletions, or additions to the Services at any time by notifying you of the change by sending you a notice by U.S. Mail, sending a notice to your e-mail address, or by posting the changed terms on the Services, or any other means permitted by applicable law. If you do not agree to the change or amendment, you

must notify us prior to the effective date of the change or amendment, stop making Electronic Fund Transfers, and cancel your use of the Services. By maintaining your e-Bankoh Service after the effective date of any amendment, change or addition to this Agreement for the Services, you agree to that amendment, change or addition.

24. NOTICES. All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in SECTION A. If more than one person signed your Application, notice to or from one of the individuals who signed the Application will be effective for everybody who signed it.

25. ASSIGNMENT. You may not assign your rights or obligations under this Agreement to any other person. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any affiliate or third party.

26. WAIVER. No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

27. CREDIT REPORTING. If you believe that we may have reported inaccurate information about your Designated Account, or your Electronic Fund Transfers to a consumer reporting agency, write to your branch of account whose address is provided on the front of your Designated Account Statement or call our 24-Hour Bankoh by Phone customer service center (numbers provided in SECTION A). Please include an identification of the information and why you feel it is inaccurate.

28. SEVERABILITY. If any provision of the Application or this Agreement is determined to be void or invalid, the remainder of either the Application or this Agreement, as the case may be, shall remain in full force and effect.

29. WAIVER OF JURY TRIAL. You and we each waive our respective rights to a trial before a jury in connection with any disputes related to your Accounts and the Services. This includes any claims by us or by you, claims brought by you as a class representative on behalf of others and claims by a class representative on your behalf as a class member (so-called "class action" suits).

30. GOVERNING LAW. You acknowledge and agree that this Agreement was created in the State of Hawaii. Therefore, except as previously agreed to in the Account Agreements, this Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii. If any term of this Agreement cannot legally be enforced, this Agreement is to be considered changed to the extent necessary to comply with the law.

31. FORCE MAJEURE. We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of transfers and Bill Pay payments.

SECTION F: CONSUMER ERRORS, DISPUTES, AND LOST/STOLEN SECURITY CODES

1. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS. In case of errors or questions about your Electronic Fund Transfers, or if you think your statement or receipt is wrong or if you need more information about an Electronic Fund Transfer listed on the statement or receipt, contact us at the appropriate telephone number and address listed in SECTION A as soon as you can. We must hear from you no later than 60 calendar days after we sent you the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and your account number;
- (b) Describe the error or the Electronic Fund 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; and
- (c) Tell us the date and 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 10 Business Days. We will tell you the results of our investigation within 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 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Designated Account within the 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 10 Business days, we may not provisionally credit your Designated Account.

For errors involving point-of-sale, or transfers initiated outside the United States, we may take up to 90 calendar days instead of 45 calendar days to investigate your complaint or question.

If the error involves a transfer to or from an account within 30 calendar days of the first deposit, we may take up to 20 Business Days instead of 10 Business Days to issue provisional credit, and up to 90 calendar days instead of 45 calendar days to investigate your complaint or question.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and a notice of your right to request copies of the documents that we used in our investigation. In addition, if we provisionally credited your Designated Account, we will also notify you that the credit has been reversed and that we will honor up to the amount in dispute, any checks, drafts or other similar instruments drawn on your Designated Account without imposing any overdraft charges, and any preauthorized Electronic Fund Transfers from your Designated Account for a period of 5 Business Days after our notice of reversal is sent to you, or provide you notice that the credit will be reversed in 5 Business Days.

2. OUR LIABILITY FOR FAILING TO COMPLETE YOUR ELECTRONIC FUND TRANSFERS. If we do not complete an Electronic Fund Transfer to or from your Designated Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Designated Account to make the Electronic Fund Transfer or if the Electronic Fund Transfer will exceed your available balance;
- (b) If you have exceeded or will exceed your daily transaction limit for a particular Service, in which case, we have the right to process payments or transfers in any order that we determine in our sole discretion is appropriate;
- (c) If, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party;
- (d) If you fail to follow a Payee's or Biller's payment requirements;
- (e) If a Biller fails to deliver your e-bills to us;
- (f) Your e-bill is inaccurate or incomplete;
- (g) You fail to provide Payees, Billers or us with your updated or changed personal information, including but not limited to your name, address, telephone number, e-mail address, username and password;
- (h) Your Billers do not provide us with an electronic bill or the information provided by your Biller is inaccurate or corrupted;
- (i) If the funds in your Designated Account are subject to legal process or other encumbrances restricting the Electronic Fund Transfer;
- (j) If our processing system was not working properly and you knew about the problem when you started the Electronic Fund Transfer;
- (k) If circumstances beyond our control (such as fire or flood) prevent the Electronic Fund Transfer, despite reasonable precautions that we have taken;
- (l) If this Agreement is terminated;
- (m) If the authorization for your Electronic Fund Transfer is revoked by law or court order (in case of death or incompetence, for example);
- (n) If the Services, your Telephone, your Computer or other telecommunication link you use to access the Services is not working properly and you knew about the malfunction when you started the Electronic Fund Transfer;
- (o) The Payee Information necessary to complete the payment stored on the host computer has been lost;
- (p) A Payee mishandles or delays the handling of payment sent by us;
- (q) You have not provided us with the correct transfer information, or you have not provided us with correct Payee name, address, Payee Account information or payment amount;
- (r) You fail to schedule a proper date for payment sufficiently in advance of the date a payment is due;
- (s) You fail to sign on to the Service to check on the delivery or status of e-bills;
- (t) You fail, for any reason, to receive a notification or reminder regarding the delivery or status of an e-bill;
- (u) If there is a delay in any mail service or e-mail service, or have not provided us with a current e-mail address;
- (v) A transaction is not in accordance with a term or condition in this Agreement or any other agreement applicable to the Service or Account;
- (w) We have reason to believe the transaction may not be authorized by you or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction;
- (x) We have reason to believe it is not in our or your best interest for us to make the payment or transaction; or
- (y) If other exceptions are provided in other agreements we have with you or by applicable law. We will rely on the identifying numbers you provide us in processing your Electronic Fund Transfers. We will not be responsible for any conflict between these numbers and the identity of the parties or accounts involved.

3. LOSS OF YOUR SECURITY CODE; YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS. You must tell us AT ONCE if you believe your Security Code has been lost or stolen. Telephoning is the best way of reducing your possible losses. You could lose all the money in your Designated Accounts. 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 of your Security Code 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. If your Account statement shows Electronic Fund Transfers that you did not make, you must tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

SECTION G: SOLE PROPRIETOR ERRORS, DISPUTES AND LOST/STOLEN SECURITY CODE

1. LOST OR STOLEN SECURITY CODE. If you believe your Security Code has been lost or stolen, **you must change your Security Code immediately.** If you believe your Security Code has been lost or stolen and you cannot remember your Security Code, you must notify us at ONCE by telephoning us at the telephone number listed in SECTION A above. However, if you initially notify us by telephone we will change your Security Code, but, you must promptly confirm your notice in writing. In all cases, you will continue to be liable for all transactions initiated by use of the Services until you change your Security Code or you request us to do so and we change your Security Code. If you fail to notify us that your Security Code have been lost or stolen, you could lose all of the money in your Designated Accounts. You further agree that we will not be liable for consequential damages arising from the unauthorized use of the Services which access your Designated Accounts.

2. ERRORS AND QUESTIONS. You agree to examine your Account Statements each month and immediately report any discrepancies or errors by calling us at the telephone number listed in SECTION A above. If you fail to notify us of discrepancies or errors within fourteen (14) days from the date of any Account Statement containing such information, we will be entitled to treat such information as being correct in all respects.

3. BILL PAY ERROR RESOLUTION PROCEDURE. If you notify us of an error or discrepancy in your Account Statement within the time limitation described in the Sub Paragraph titled "ERRORS AND QUESTIONS" above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information. We will have no obligation to re-credit your Designated Account for the amount of any erroneous or unauthorized Account transfer, or the Payment Account for the amount of any erroneous or unauthorized Bill Pay payment unless caused by our negligence. If we determine that no error or unauthorized use has occurred, you may request us to mail or deliver copies to you of the documents or information on which we relied in making our determination.

SECTION H: ADDITIONAL PROVISIONS APPLICABLE TO SOLE PROPRIETORS

1. DEFAULT. You will be in default if you fail to comply with any of the terms and conditions of this Agreement or if you are in default under any other loan, deposit or banking services agreement or arrangement which you have with us now or in the future. You will also be in default if any of the following events occur: (a) You fail to make any payment under any indebtedness to us or any of our affiliates when due; (b) You provide or cause to be provided to us any false or misleading signatures or representations; (c) A garnishment, judgment, tax levy, attachment, or lien is entered or served against you, or against any of the property owned by you; (d) You die, become legally incompetent, you cease to operate your business, become insolvent, make an assignment for the benefit of creditors, fail to pay any debts as they become due, a receiver or other custodian is appointed or takes possession of any of your property, or you become the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding; (e) We learn from a credit reporting agency or other source that your financial condition has deteriorated significantly or your debt or available unused credit lines from other lenders, in our opinion, has become excessive; or (f) We have reasonable cause to believe that you will not be able to repay us, for any reason, any amounts you owe us under this Agreement, the Account Agreements or any other agreement between you and us. Upon the occurrence of any event of default, we will be entitled to terminate your rights under this Agreement without notice to you. We also have the right to deny all transfers and Bill Pay payments. We also will have the right to terminate, freeze and enforce any applicable security interest against the Payment Account and your other Deposit Accounts, and we may refuse to authorize any further transactions by use of the Services. Our failure to take action or exercise any remedy on one occasion will not amount to a waiver of future remedial rights on any other occasion.

2. SETOFF. We reserve our right of set-off against any obligation we owe you, such as the balance in the Payment Account, your Deposit Accounts and any other deposit accounts you maintain with us in the future. You agree that we may set-off and enforce any applicable security interest without prior notice to you.

3. DAMAGES, ATTORNEYS' FEES, COSTS AND INTEREST. You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. You will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any current or former Authorized User or any

of your current or former officers, employees, agents or representatives. In the event we take any legal action under this Agreement in addition to or instead of arbitration proceedings to collect overdrafts on the Payment Account or any other amounts you owe us, or because you break any other promise under this Agreement, or if we become involved in any other litigation or proceeding initiated by a third-party, including but not limited to our responding to an attachment, garnishment or levy with respect to the Payment Account, you agree to reimburse us for any costs and expenses we incur, including, but not limited to, our reasonable attorneys' fees, together with interest at the maximum interest rate allowed by law, and you further agree that we may charge those amounts against the Payment Account without prior notice to you.

4. SOLE PROPRIETORS AND OUR LIMITATION OF LIABILITY. If you are a Sole Proprietor and you use a business checking and/or business savings Account as a Designated Account, our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any consequential, indirect or special damage that you incur in connection with your transfers and Bill Pay payments you make through the Services, even if we are aware of the possibility for such damages. We will not be liable for any failure or delay in processing a transfer or Bill Pay payment which occurs, directly or indirectly, as a result of any strike or labor dispute, interruption of communication facilities, computer or equipment failure, fire, flood, war, riot, emergency condition, the actions or omissions of third parties, or any cause which is beyond our reasonable control. You agree that we may refuse to process or delay processing any transfer or Bill Pay payment if the transfer or Bill Pay payment would violate any guideline, rule, policy, law or regulation of any government authority or funds transfer system.

5. INDEMNIFICATION. With respect to all claims of third parties, you agree to reimburse and indemnify us or, and hold us harmless against any loss, liability, claim or controversy of any kind arising out of or in connection with the performance by us of our duties and obligations under this Agreement, as well as the costs and expenses (including but not limited to reasonable attorneys' fees), of defending against any claim or liability arising out of or relating to this Agreement; provided, however, that your responsibility to reimburse and indemnify us shall not apply when we have failed to act in accordance with the reasonable commercial standards of the banking industry.

