





**CHECK CARD (KALACHECKCARD) TRANSACTIONS.** You may use Your Check Card (KalaCheckCard) in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to (a) withdraw cash from Your Regular Savings or Checking Account(s), subject to a maximum of \$520.00 per business day; (b) transfer funds between Your Regular Savings and Checking Accounts; and (c) learn the balances in Your deposit Accounts that You have with Us. You may also use Your Check Card (KalaCheckCard) to make Point of Sale (POS) withdrawals from Your Checking Account and to purchase goods and services at any locations where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Account(s) to cover any such transactions, up to a maximum daily amount of \$1,000.00, provided You have available funds.

**TELEPHONE ACCESS (KALATALK) TRANSACTIONS.** You may use Telephone Access (KalaTalk) in conjunction with Your Access Code to make the following types of transactions on designated accounts: (a) telephone transfers of funds between Your Regular Savings and Checking Accounts and/or loan Account(s); (b) payments on Your loan Accounts; (c) inquiries on Account balances and loan data; (d) withdrawals from deposit Accounts; (e) make inquiries on share/deposit transactions; (f) miscellaneous inquiries on Credit Union services that affect Your Account; (g) make inquiries on loan Accounts that You may have with Us; (h) obtain information about automatic payment or direct deposit transactions; and (i) make inquiries on ATM (KalaCard) and Check Card (KalaCheckCard) transactions. Telephone Access (KalaTalk) operates 24 hours every day. If You attempt to use the system and are told that “the system is not available”, please call back later when service is restored.

**INTERNET ACCESS (KALANET ONLINE) TRANSACTIONS.** At the present time, You may use Our Internet Access (KalaNet Online) system via a personal computer for the following services: (a) Make inquiries about Your Regular Savings, Checking, Line of Credit, Loan Accounts or Certificates with the Credit Union; (b) Make transfers of funds to and from Your Regular Savings, Checking and Line of Credit Accounts; (c) Make Teller Checks withdrawals from Your Regular Savings and Checking Accounts; and (d) Make loan payments.

Bill Payer is a service accessible via Our Internet Access (KalaNet Online) system that allows You to authorize the Credit Union to pay certain payees on Your behalf, subject to a maximum amount of \$9,999.00 for any single payment and 10 payments per statement cycle. In order to use Bill Payer. You must have a Regular Checking Account with Aloha Pacific Federal Credit Union. By signing up to use Bill Payer and/or by completing a Bill Payer transaction, You authorize Us to post any such payments to Your Checking Account. Any fees for the use of this service will automatically be charged to Your Checking Account. Bill Payer payments will be made by electronic funds transfer or by check and may take as long as 5 business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You.

**OWNERSHIP.** Your Card and/or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (808) 531-3711 or (877) 531-3711 to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments call Us at (808) 531-3711 or (877) 531-3711 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill You again for the “stopped” payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for Internet Access (KalaNet), telephonic and mail-in transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, Telephone Access (KalaTalk) and Internet Access (KalaNet) information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If we do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transaction does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transactions; (d)

circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card or PIN had been reported lost or stolen and We have blocked the Account.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (808) 531-3711 or (877) 531-3711 or write to Us at the address shown in this Agreement if You believe Your card, PIN or Access Code have been lost or stolen. If You tell Us within 2 business days, You can lose no more than \$50 if someone uses Your Card, PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Card, PIN or Access Code and We can prove that We could have stopped someone from using Your Card, PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use for Your Check Card (KalaCheckCard) as long as You report the loss or theft of Your Check Card (KalaCheckCard) within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized Check Card (KalaCheckCard) transactions, Your liability for unauthorized use will not exceed \$50. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Check Card (KalaCheckCard)**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Call Us at (808) 531-3711 or (877) 531-3711 or write Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. We will determine whether an error occurred 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 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 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 credit Your Account. We will tell You the results within three business days after 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 We have credited Your Accounts with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves and electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**LOST OR STOLEN CARDS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at (808) 531-3711, (877) 531-3711 or (800) 472-3272. You may also write to Us to report the loss of a Card, PIN, Access Code or any combination thereof, at the address shown in this Agreement.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Hawaii except to the extent that such laws are inconsistent with controlling Federal law.