

**WEBSITE AND MOBILE SERVICES AGREEMENT**  
**(Website, Online Banking Service, Online Bill Payment,**  
**Mobile Banking Services)**

This Internet Banking Services Agreement ("Agreement") sets forth the agreed upon terms and conditions and governs your use of Valley Isle Community Federal Credit Union ("VICFCU") Website, Online Banking Service, online Bill Payment Service, and Mobile Banking Services (collectively, the "Services").

In addition to this Agreement, the use of all Services provided by VICFCU is governed by all other agreements, disclosures, and all terms and conditions provided to you which continue to govern your accounts and the Services, including but not limited to your deposit account contract, VICFCU's Electronic Fund Transfer Agreement and Disclosure, and any other agreement between you and VICFCU, all of which agreements, as amended from time to time, are incorporated into this Agreement by reference. Additional requirements and restrictions may be set forth separately within the instructions of any transaction you make with VICFCU.

**Definitions**

"Agreement" shall have the meaning set forth in the opening recitals.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Bill Payment Account" is the designated checking account at VICFCU from which bill payments will be debited.

"Business Day" is every Monday through Friday, excluding holidays.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"Future Dated Payment" is a payment that you would like to be made on a future date: Future Dated Payments may be scheduled up to one year in advance of the desired transaction date. Recurring payments may be scheduled for up to ten years in advance.

"Payment Instruction" is the information provided by you through the Bill Payment Service to VICFCU for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller address, Biller account number, Scheduled Payment Date, and amount of payment).

"Same Day Payment" is a payment that you would like to be made on the same day as the date of your request.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not yet been processed. It may be a Same Day Payment or a Future Dated Payment.

“Scheduled Payment Date” is the day you want your bill payment to be sent to the Biller and also is the day your Bill Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day. However, if you schedule a Future Dated Payment on a non-Business Day and there is no Business Day before the date specified (e.g., you did not provide sufficient notice), then your Scheduled Payment Date will be the first Business Day after the date that you specified.

“We”, “Us”, “Our” means Valley Isle Community Federal Credit Union (VICFCU).

“You”, “Your”, and “Yours” means a member of VICFCU who utilizes one or more of the Services.

## **GENERAL TERMS**

### **Acceptance of Agreement Terms and Conditions**

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time by VICFCU in its sole and absolute discretion. From time to time, we may amend these terms and modify or cancel one or more of the Services we offer without notice, except as may be required by law. If you do not consent to a modification of this Agreement or the Services, you may terminate and discontinue your use of the Services at any time by notifying us. Your continued use of the Service(s) will indicate your acceptance of the Agreement as amended.

### **Contact Information**

If you have any questions or for current information about your accounts, please call us at (808) 877-3232 (Maui); fax us at (808) 871-5421; go to your nearest VICFCU branch; or write to us at: Valley Isle Community Federal Credit Union, 160 Paahana Street, Kahului HI 96732.

### **Authority**

You agree that you have full authority to enroll the accounts and use the Services, and that you are eighteen years of age or older. You authorize us to debit your accounts for any transactions processed through the Services, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at VICFCU or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. You agree that if an instruction describes the beneficiary inconsistently by name and account number, execution of the instruction may occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

## **Hardware and Software Requirements**

For any Services that require access to the Internet, you must have a computer or device with access to the Internet through an Internet Service Provider (ISP) to access those Services. You need an operating system (Microsoft® Windows 7 or higher, or Mac Operating System X 10.10 or higher) and a browser (Google® Chrome, Mozilla® Firefox, Apple® Safari 9 or higher, Microsoft® Edge or Microsoft® Internet Explorer 11 or higher). VICFCU is not responsible for any loss, damage or claim caused by any Internet Service Provider (ISP), software, computer equipment, computer communication equipment, device, or cellular or Internet connectivity. Adobe Acrobat Reader may be required to access supporting documents or promotional materials.

You also must provide, at your own expense, all necessary computer equipment and software, and Internet access (Wi-Fi) or cellular connectivity (cell data) required to use any Services that require Internet connection. Data rates may apply.

If there is a change in the hardware/software requirements associated with accessing Services requiring access to the Internet, we will notify you and provide an explanation of the updated hardware/software requirements. It is your responsibility to assure your personal computer, mobile device, and related equipment are compatible with and capable of operating in a manner that allows you to utilize the Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you.

## **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. VICFCU DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON- INFRINGEMENT. VICFCU DOES NOT WARRANT THAT THE FUNCTIONS, CONTENT OR INFORMATION CONTAINED IN THE WEBSITE OR ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VICFCU DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT OR INFORMATION, IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT OR INFORMATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND VICFCU MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME SUBJECT TO APPLICABLE LAW. YOU, AND NOT VICFCU, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE WEBSITE OR ITS CONTENT OR INFORMATION.

**Limitation Of Liability:**

VICFCU AND ITS EMPLOYEES, DIRECTORS, VOLUNTEERS AND AGENTS (COLLECTIVELY, ITS “AGENTS”) WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR OTHER DAMAGES, EVEN IF VICFCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS OTHERWISE REQUIRED BY LAW. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF VICFCU AND ITS AGENTS (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO VICFCU FOR THE APPLICABLE SERVICE OUT OF WHICH LIABILITY AROSE, EXCEPT AS OTHERWISE REQUIRED BY LAW.

YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION, INSTALLATION, MAINTENANCE, AND OPERATION OF YOUR PERSONAL COMPUTER AND SOFTWARE IN ACCESSING OR USING ANY OF THE SERVICES. VICFCU EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY AS IT RELATES TO THE IMPROPER USE OF YOUR PERSONAL COMPUTER AND THE TRANSMISSION OF DATA EXCEPT AS PROVIDED BY STATUTE. VICFCU IS NOT RESPONSIBLE FOR ANY ERRORS OR FAILURES DUE TO ANY MALFUNCTION OF YOUR PERSONAL COMPUTER OR THE SOFTWARE, OR UNSUITABILITY OF YOUR PERSONAL COMPUTER OR SOFTWARE, OR ANY VIRUS, OR ANY PROBLEMS THAT MAY BE ASSOCIATED WITH THE USE OF ANY OF THE SERVICES.

**Security Code:** For Services that require a Security Code (i.e., Bill Payment Service, Online Banking Service and Audio Response Service), the primary member of the account may request a Security Code that will allow persons with the Security Code to access such Service. The same Security Code is used for multiple VICFCU services (such as the Online Banking Service, Bill Payment Service, and Audio Response Service); however, the primary member should contact VICFCU to determine which services have been implemented for the particular account structure. Only one Security Code is issued for each account structure.

You authorize anyone to whom you disclose the Security Code to access all subaccounts within the account structure to use all services that have been implemented. This is true even if that person is not otherwise authorized to make transactions or access the subaccounts by other means. For example, someone with the Security Code for the 12345 account structure would be allowed to access all implemented services for all subaccounts beginning with the 12345 prefix. This means that if the Security Code is given to any joint owner/co-trustee (or to anyone else), that person may use any of the implemented services for all subaccounts (including loan accounts) within the account structure, even if such person may not be a joint owner/co-trustee of the subaccount being accessed.

Your Security Code is confidential and should not be disclosed to others or recorded on documentation or records located on or around your personal computer or other documents associated with your account. You are responsible for safekeeping your Security Code. You agree not to disclose or otherwise make your Security Code available to anyone not authorized by you to access or make transactions on your account.

You understand that you are responsible for all transactions made by anyone you authorize to access your account or to whom you give your Security Code. You also understand that if advances are made against your overdraft line of credit, you will be fully liable for such advances.

If you authorize anyone to use your Security Code, that authority will be considered unlimited in amount and manner with respect to all services that are accessible with the Security Code until you specifically revoke such authority by notifying VICFCU and changing your Security Code. You are responsible for all transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and you change your Security Code. If you fail to protect your Security Code and VICFCU suffers a loss, we may terminate your Service and other account services immediately.

To help safeguard your security, you should change your Security Code frequently. If you forget your Security Code or your system access is disabled due to the use of an incorrect Security Code, you must contact us at (808) 877-3232. We reserve the right to require written request for a new/replacement Security Code.

**Joint Account Owners/Co-Trustees:** All joint owners/co-trustees, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all transactions to or from any accounts as provided in this Agreement. Each joint account/co-trustee with a Security Code may, and hereby is authorized by every other joint account owner/co-trustee to, make any transaction permitted under this Agreement, without the consent of any other account owner/co-trustee. Each joint owner/co-trustee with the Security Code is authorized to act for the other account owners/co-trustees, and VICFCU may accept orders and instructions regarding any transaction described in this Agreement from any joint account owner/co-trustee with the Security Code. Any joint owner/co-trustee with the Security Code may access funds and/or information on all subaccounts within a particular account structure, including subaccounts within the account structure that may be loan accounts which may not be in the name of the joint owner/co-trustee.

**Your Liability For Unauthorized Transactions:** Tell us AT ONCE if you believe that your Security Code has been lost or stolen, or if you believe that someone has used it or may use it to access your accounts and transfer money without your permission, or if you believe that an electric fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit. If you tell us within two (2) business days after learning or

suspecting that your Security Code was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00 if someone used your Security Code without your permission.

If you do NOT notify 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 using your Security Code without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have prevented someone from taking the money had you told us in time. If a valid reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

If you believe your Security Code has been lost or stolen, call us at 808.877.3232, fax us at 808.871-5421, or write to us at Valley Isle Community Federal Credit Union, 160 Paahana Street, Kahului, HI 96732.

You should also call the number or write to the address listed above if you believe a transaction has been made using the information from your check without your permission.

For purposes of these disclosures, our business days are Monday to Friday. Holidays are not included.

**In Case Of Errors Or Questions About Your Electronic Funds Transfers:** Contact us at 808.877.3232, fax us at 808.871-5421, or write us at Valley Isle CFCU, 160 Paahana St., Kahului, HI 96732, 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 a statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared 1.) Tell us your name and account number (if any). 2.) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3.) Tell us the dollar amount of the suspected error and, if you can, the date it occurred. 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 determine whether an error occurred 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) calendar 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 request in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for

the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide 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.

**E-Mail Capabilities And Limitations:** Some of VICFCU Services include e-mail capabilities allowing you to send and receive electronic e-mail messages to and from VICFCU. VICFCU will not immediately receive and review e-mail messages that you send. VICFCU will not take action based on your e-mail requests until a VICFCU employee actually reviews your message and has a reasonable opportunity to act. If your request requires immediate attention, call us at 808.877.3232.

VICFCU will NOT process any request for a funds transfer or Bill Payment Service received via e-mail. Further, VICFCU may not act upon requests for Stop Payments, requests for replacement Security Codes, reports of lost or stolen Security Codes or unauthorized transactions, reports of lost or stolen ATM, Debit or VISA Cards, or on any other request in which VICFCU would normally require written notification or your authorizing signature, without first confirming the authenticity of the e-mail request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may be required.

**Disclosure Of Account Information To Third Parties:** We will disclose information to third parties about your account or the payments or transfers you make: (1) Where it is necessary for completing transfers or payments; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or Biller; (3) Where it is necessary for activating additional services; (4) To a consumer reporting agency for research purposes only; (5) In order to comply with government agency or court orders; or (6) If you give us your written permission; or (7) as provided by law.

**System Unavailability:** Access to VICFCU Services may be unavailable at times for the following reasons: (1) Scheduled Maintenance – there will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance – Services may be unavailable when unforeseen maintenance is necessary; (3) System Outages – unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; or (4) Failure of the Internet Service Provider – failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of VICFC's Services; however, you agree that we are not liable for system unavailability or any consequential damages that may result.

**No Waiver:** No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of VICFCU, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

**Jurisdiction And Governing Law:** You agree to the exclusive jurisdiction of the federal district court of the District of Hawaii, where the principal office of VICFCU is located, for resolution of any dispute you have relating to the goods or services offered or promoted herein, or to this agreement. This Agreement is made in Hawaii and shall be governed by the laws of the State of Hawaii without regard to its conflict of laws provisions.

**Construction:** Should any one or more provisions of this Agreement be determined illegal or unenforceable by a court of competent jurisdiction, then such provision shall be modified and enforced by the court to the maximum extent allowed. Any such modification shall not affect any other provision of this Agreement.

**Notification And Changes In Terms And Conditions:** Any notification, required or appropriate, will be mailed or made available to you through the Bill Payment using the current address or e-mail address as it appears on our records. We may change or amend any part of this Agreement and Disclosure at any time, including changes in terms, conditions, and fees, as long as we give you advance notice as required by law.

### **Proprietary Information**

The material, content and information accessible through the Services is the proprietary information of VICFCU (or the third party providing the content therein), and VICFCU (or such third party) retains all right, title, and interest in the same (the "Proprietary Information"). The Proprietary Information may not be copied or used in any way without the prior written consent of VICFCU (or such third party), except that you may print out a copy of the Proprietary Information solely in connection with your use of the Services for your VICFCU account. Any modification or use of the Proprietary Information except as expressly provided in this Agreement is prohibited. You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or any Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our service providers retain all rights, title and interests in and to the Services and Proprietary Information made available to you.

### **Amendments**

We may change or add to the terms of this Agreement at any time by notifying you of the change by sending a notice to your email address, or by posting the changed terms on the Service, 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 and cancel your access to the Service. By using the Service after the effective date of any change or amendment, you agree to that change or amendment.

### **Termination of Services**



You may terminate this Agreement or any Service under this Agreement at any time by notifying us in writing and stopping your use of the Service and any access code. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our system not to accept your access code for any Service. Whether you or VICFCU terminates this Agreement, the termination shall not affect your obligations under this Agreement for any transactions made prior to termination, your liabilities or your obligation to indemnify us.

**Compliance with Law.** You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

## **WEBSITE SERVICE**

**License Permission And Use Restrictions:** VICFCU's website ("Website") is intended for use by members of VICFCU located within the United States of America as an information resource for VICFCU. If you are not located within the United States, you do not have permission to use the Website and may not continue to access the Website.

You are granted a nonexclusive, revocable license to copy or print an unaltered permanent copy of site materials for your personal use - noncommercial use only. No permission is given to print, copy reproduce, distribute, publicly display, perform, publish, transmit, upload, download, store, license, create derivative works from, alter, or modify materials, transfer, or sell anything obtained from this site. You agree that you will not use (or allow others to use) the Website or any information contained on it for any wrongful, unauthorized, or unlawful purposes. You also agree to indemnify and hold us and our affiliates harmless from and against any loss, damage, or expense (including but not limited to attorney's fees) incurred because of any such use.

**Disclaimer Of Warranties:** Information available on VICFCU's Website is produced by us or is acquired from third-party sources believed by us to be accurate and reliable as of the date we post. The information and materials contained as part of the Website are provided on an "as is" and "as available" basis, without any warranties whatsoever about the nature or content (either when posted or as a result of the passage of time) of any material at the Website, and without any representations or guarantees. All express and implied warranties are expressly excluded and disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. VICFCU does not warrant the accuracy, adequacy, or completeness of this information and materials, and it expressly disclaims liability for errors or omissions in this information and materials. In addition, VICFCU makes no representations, warranties or guarantees that this Website will be secure, accessible continuously, without

interruption or error free. To the extent that you might otherwise believe that any warranties, guarantees, or representations have been made to you, you hereby agree that such statements, whether made orally or in writing, are to be construed as merely non-binding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties. In the event of any conflict between this section and other terms and provisions of this agreement, this section shall be construed to take precedence.

**Limitation Of Liability:** In order to provide you with this service, VICFCU is unable to accept liability for any conduct, acts, or omissions at the Website or any losses you may incur except as otherwise provided by law. In no event shall VICFCU be liable for any damages (including without limitation any direct, indirect, special, incidental, or consequential damages), losses or expenses that arise in connection with the Website, the use of the Website, or the inability of anyone to use the Website, or for any claims by any third parties. VICFCU also shall not be liable for any damages, losses, or expenses that arise in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, or computer or system failure. VICFCU shall not be liable for such damages, losses, or expenses even though it or its representatives are advised of the possibility of such damages, losses or expenses.

**Violations/Indemnification:** Your access privileges are conditioned on your adherence to the terms discussed here and in your other agreements with VICFCU. If you violate any of the terms of this agreement or your other agreements with VICFCU, you agree that VICFCU may deny you access to the Website. You further agree, at your own expense, to defend and indemnify VICFCU and hold VICFCU harmless against all claims arising in any manner whatsoever which may be asserted against VICFCU, and all losses arising on any manner whatsoever and incurred as a result of any violations of this agreement. If asked to do so, you agree that you will not attempt to access the Website.

**Hyperlinks:** VICFCU provides hyperlinks as a convenience to you and has no control over the content posted at hyperlinked websites, nor does VICFCU make any representation as to the content of those websites. Hyperlinks to other internet resources are to be used by you at your own risk. The content, accuracy, opinions expressed and other links provided by these resources may not be investigated, verified, or monitored by VICFCU, and such links are not endorsed by VICFCU unless otherwise specifically stated. If you believe that VICFCU has provided a hyperlink to a site that contains infringing or illegal content or which makes available cracker tools or other circumvention devices, we ask you to notify VICFCU so that we may evaluate whether (in VICFCU's sole discretion) to disable it.

**Products And Services:** This Website and the products and services that are described or offered through the Website can be amended in whole or in part or terminated at any time. Users of the Website shall have no right to expect the continuation of any part of the Website nor any products and services that are described or offered through the Website. Some products and services may not be available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by VICFCU.

**Submissions:** All information submitted to you via the Website may be used by VICFCU in any manner that complies with applicable laws and regulations, and the policies of VICFCU.

**Limited License:** Original material which VICFCU posts on the Website is protected by intellectual property laws. You are being granted a non-exclusive license to use the Website. You are also being granted a limited license to print a copy of content posted at the Website, but only for your personal use. Except as expressly provided herein, all rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on VICFCU's Website, electronic reproduction, adaptation, distribution, performance, or display is prohibited. Commercial use of any of the content of the Website is strictly prohibited. You may not display the Website in frames (or any of the content via links) without VICFCU's express written permission.

**Intellectual Property Rights:** VICFCU or a third-party vendor owns the copyright to the pages and the screens displaying the pages that appear on the Website. VICFCU or a third party vendor also owns the trademark and service mark rights in marks contained in the Website pages.

**Good Samaritan, Third Party Content Policy:** It is the policy of VICFCU not to tolerate any acts of intellectual property infringement or violations of U.S. Law or to allow any child pornography or obscene or defamatory material to be posted at the Website. VICFCU will do its best, in good faith, to remove, disable or restrict access to or the availability of material that, in its subjective view, is infringing, racist, obscene, obscene as to minors, child pornography, lewd, lascivious, violent, harassing, or otherwise objectionable. The provisions of this section are intended to implement this policy but are not intended to impose a contractual obligation on VICFCU to undertake, or refrain from undertaking, any particular course of conduct.

**Unsolicited E-Mail, Spamming & Spoofing:** You may not use the Website to transmit unsolicited e-mail. You may not send unsolicited e-mail to the Website or to anyone whose e-mail address includes the domain name used on this Website. You may not use VICFCU's domain name as a pseudonymous return e-mail address for any communications which you transmit from another location or through another service. You may not pretend to be someone else or spoof another's identity when using the Website.

## **ONLINE BANKING SERVICE**

You can access your VICFCU accounts and process transactions 24 hours a day, 7 days a week (see the exceptions described under "System Unavailability" below) using the Security Code (see "Security Code" below) for your account structure. Through VICFCU Online Banking you may be able to do the following (note some features listed below may be future enhancements that are not currently available):

- \* Make inquiries

- \* Check account balances
- \* Transfer funds between your checking, regular shares, or loan accounts
- \* Make cross-account transfers (see “Cross-Account Transfers” below for more information)
- \* Use VICFCU’s Bill Payment Service (separate enrollment may be required)
- \* Use VICFCU’s Audio Response Service (separate enrollment may be required)
- \* Place check orders
- \* Apply for a loan (for applications requested through VICFCU Online Banking, only the primary member may request a loan; by submitting an application, you authorize us to obtain a credit report in the primary member’s name)
- \* Change your VICFCU Online Banking Security Code and your e-mail address registered with us
- \* E-mail VICFCU with questions or comments
- \* View share drafts
- \* Obtain VICFCU Alerts
- \* Obtain VICFCU eStatements
- \* Initiate VICFCU’s Sweep Service for qualifying accounts (separate enrollment may be required)
- \* Obtain additional information about how to use VICFCU Online Banking Service
- \* Export account information into certain formats which may be used in certain money management programs that are commercially available to the public (these products are not endorsed by or affiliated with VICFCU).

You will need a personal computer, Internet access and an appropriate web browser (such as Netscape Navigator or Microsoft Online Explorer). You are responsible for the installation, maintenance and operation of your computer and modem. VICFCU will not be responsible for any errors or failures involving any telephone service, communication or computer malfunction.

**Limits On Transfers And Transactions:** There are no limits on the number of transactions you may initiate through VICFCU Online Banking except as stated below. You may transfer any available verified funds balance, unless limited under another agreement. You may not be able to initiate transfers using VICFCU Online Banking Branch to or from certain types of accounts (such as Certificates of Deposits or CDs) designated by VICFCU. VICFCU may refuse to honor any transaction which exceeds your available verified funds balance (see “Available Funds” below). To ensure overdraft protection for your Online Banking transactions, please contact VICFCU; otherwise, any overdraft protection that you may have for your account may not apply to Online Banking transactions. Your Online Banking session may be terminated if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each session. VICFCU reserves the right to limit the frequency and dollar amount of any transactions at any time for security reasons.

**Transaction Limitations On Savings Accounts:** No more than six (6) preauthorized, automatic, telephone, or internet transfers and withdrawals may be made from each subaccount to another subaccount of your or to third parties 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. Transfers to make payments to your VICFCU loans are excluded from this limitation.

**Issuance And Confidentiality Of Your Security Code:** Your Security Code is confidential and should not be disclosed to others or recorded on documentation or records located on or around your personal computer or other documents associated with your account. You are responsible for safekeeping your Security Code. You agree not to disclose or otherwise make your Security Code available to anyone not authorized by you to access or make transactions on your account.

You understand that you are responsible for all transactions made by anyone you authorize to access your account or to whom you give your Security Code. You also understand that if advances are made against your overdraft line of credit, you will be fully liable for such advances.

If you authorize anyone to use your Security Code, that authority will be considered unlimited in amount and manner with respect to all services that are accessible with the Security Code until you specifically revoke such authority by notifying VICFCU and changing your Security Code. You are responsible for all transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and you change your Security Code. If you fail to protect your Security Code and VICFCU suffers a loss, we may terminate your Online Banking and other account services immediately.

VICFCU Online Banking provides the capability for you to change your Security Code. To help safeguard your security, you should change your Security Code frequently. If you forget your Security Code or your system access is disabled due to the use of an incorrect Security Code, you must contact us at (808) 877-3232. We reserve the right to require written request for a new/replacement Security Code.

**Same Day Transfers.** Same Day Transfers are transactions that you would like to be made on the same day as the date of your request. For Same Day Transfers, funds are immediately deducted from your subaccount and cannot be canceled for any reason once the transfer request has been completed.

**Future Dated Transfers:** Future Dated Transfers are transactions that may be scheduled up to one year in advance in advance of the desired transaction date. All Future Dated Transfers will be processed at 1:00 P.M. Central Time on the scheduled date of transfer. Future Dated Transfers may be requested on a one-time basis or scheduled as recurring transactions (weekly, monthly, quarterly, or annually). Recurring transfers may be open-ended and continue indefinitely until cancelled; or, they may be limited to a specific number of occurrences as established by you. Recurring transfers may be scheduled for up to ten years provided that the first transfer occurs within one year. Any request to cancel or delete a Future Dated Transfer should be made as soon as possible and must be made prior to 1:00 P.M. Central Time on the transaction date.

**Cross-Account Transfers:** Cross-account transfers are divided into two types: (1) Common ownership transfers, in which transfers are made between different account structures of the same member (i.e., the member's name and social security number are on both accounts, whether as the primary or secondary account holder), and (2) Third party transfers, in which transfers are made between accounts of different members (third parties).

The cross-account transfer service allows you to deposit funds into other accounts that you or others (such as your spouse or child) have at VICFCU. However, it does not allow you to access the destination account or account information, or to make transactions from the destination account. Third party transfers are irrevocable after they have been completed and may not be reversible without the third-party's written consent, even if you have made an error in the amount transferred or in identifying the account to which the funds were transferred. Contact VICFCU immediately in the event of an error.

Except for transfers within the same account structure (subaccounts with the same account number prefix), the primary account holder of the account from which funds will be transferred must set up the transfer capability in person at a VICFCU office prior to making the first transfer to another account structure. For third party transfers, the signature of an account holder of the destination account also must sign documentation setting up the transfer capability. Once the transfer capability among two account structures is established, transfers may be made by anyone with the Security Code for the account from which funds will be transferred.

In order to transfer available funds from one account to another, you must log on to the VICFCU Online Banking using the membership account number from which you wish to transfer the funds. Transfers from savings and money market accounts are limited to a total of six transfers during any statement period (see "Transaction Limitations on Savings and Money Market Accounts" above for further information).

VICFCU reserves the right at any time to restrict or prohibit cross-account transfer capabilities on specific types of accounts.

**Available Funds:** VICFCU need not complete any transaction if the subaccount from which the transfer is to be made does not have sufficient available funds at the time that VICFCU attempts to complete the transaction. This means, for example, that VICFCU may refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require VICFCU to increase the required reserve in the account from which the transfer is to be made.

**Finance Charges On Loan Transfers:** Each transfer made from any revolving line of credit account or overdraft line of credit that you have with us is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your applicable credit agreement.

**Funds Availability And Accrual Of Dividends:** Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with VICFCU's Truth-in-Savings disclosures. Dividends begin to accrue on the effective date of the transfer.

**Account Statements:** Your completed VICFCU Online Banking transactions will appear on your periodic account statements. You will get a monthly account statement on the electronic funds transfer activity on your account unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using VICFCU Online Banking.

**Vicfcu's Liability For Failure To Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: (1) Through no fault of ours, you do not have enough available funds in your account to make the transfer; (2) The transfer would exceed any permitted overdraft line you have with us; (3) The funds in your account are subject to legal process or other claim, an uncollected funds hold, or are otherwise not available for withdrawal; (4) The funds in your account are pledged as collateral or frozen because of a delinquent loan; (5) You are in default on an account to which you are attempting a transfer; (6) The Security Code or transaction information or other information you have provided is incorrect, incomplete, ambiguous, or untimely; (7) You used your Security Code in an incorrect manner; (8) You did not properly follow software or VICFCU Online Banking instructions; (9) Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; (10) Your personal computer and/or software malfunctioned for any reason; (11) The transfer could not be completed due to system unavailability or a telecommunication or Internet Service Provider failure; (12) The system was not working properly and you knew about the breakdown when you started the transfer; or (13) We blocked the transfer to protect the integrity or security of the system. (There may be other exceptions as established by VICFCU or in our agreements with you.)

**Fees And Charges:** There is no fee for VICFCU Online Banking Service. However, you are solely responsible for the payment of any Internet Service Provider, telephone, and utility company charges incurred in connection with accessing VICFCU Online Banking Service.

**Account Transaction History:** Each time you inquire and download account transactional information, you will receive information for at least the last sixty (60) calendar days. This means that you may need to download transactional information at least once every sixty (60) days if you wish to have all of your account information on your personal computer.

### **Cancelling, Editing Or Stopping Payment Of Preauthorized Transfers:**

Same Day Transfers cannot be canceled or stopped for any reason once the transfer request has been completed.

If you have told us in advance to make a Future Dated Transfer (including recurring payments) out of your account, you may be able to cancel, edit, or stop the transfer. Here's how:

You may use the Online Banking Service online to cancel or edit any Future Dated Transfer at anytime prior to 1:00 P.M. on the day of the scheduled transfer. To cancel or edit a Future Dated Transfer online, follow the directions set forth in the Online Banking Service. There is no charge for canceling or editing a Future Dated Transfer online.

Instead of canceling or editing a Future Dated Transfer on line, you may contact VICFCU and order a stop payment. In order to issue a stop payment order, we must receive your request three (3) business days or more before the transfer 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 fourteen (14) days after you call. We will charge you for each stop-payment order you give. Please see our VICFCU Fee Schedule to determine the current stop-payment fee.

Once we have begun processing a transfer it cannot be cancelled, edited or stopped. If a transfer has been made in error within the same account structure, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via VICFCU Online Banking when made as transfers to closed-end loan accounts.)

If you need assistance in canceling, editing, or placing a stop payment order on a Future Dated Transfer, or in making a permitted reverse transaction, call us at 808.877.322, fax us at 808.871.5421, or write us at Valley Isle Community Federal Credit Union, 160 Paahana Street, Kahului, HI 96732.

If you order us to stop one of the transfers out of your account three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Notification And Changes In Terms And Conditions:** Any notification, required or appropriate, will be mailed or made available to you through the Online Banking using the current address or e-mail address as it appears on our records. We may change or amend any part of this Agreement and Disclosure at any time, including changes in terms, conditions, and fees, as long as we give you advance notice as required by law.

**Termination And Deactivation Of Service:** You may terminate your VICFCU Online Banking Service at any time by providing written notice to VICFCU and immediately discontinuing use of the service. (Termination of your Online Banking Service may also result in termination of other services accessed through your Security Code, such as the VICFCU Bill Payment Service and Audio Response Service.) In addition, VICFCU may elect to terminate your use of the service if you have not logged on to the service for three



(3) consecutive months. VICFCU may also terminate service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or VICFCU terminates your VICFCU Online Banking Service and this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transactions made prior to termination. If you wish to reactivate your VICFCU Online Banking Service, you must contact VICFCU by telephone or in person. VICFCU reserves the right to require written reapplication before we reactivate your VICFCU Online Banking system access.

## **BILL PAYMENT SERVICE**

**Payment Scheduling; Processing Dates, Cancellation:** When scheduling payments you should select a Scheduled Payment Date that is no less than five (5) Business Days prior to the actual Due Date reflected on your Biller statement.

Same Day Payments are immediately deducted from your Bill Payment Account. Sufficient funds must be available in the Bill Payment Account at the time the request is being processed by VICFCU. Same Day Payments cannot be canceled for any reason once the payment request has been completed.

Future Dated Payments are processed at 1:00 P.M. Central Time on the Scheduled Payment Date. Future Dated Payments may be requested on a one-time basis or scheduled as recurring transactions (weekly, monthly, quarterly, or annually up to ten years). Recurring payments may be scheduled for up to ten years provided that the first payment occurs within one year. Recurring payments may be open-ended and continue indefinitely until cancelled; or, they may be limited to a specific number of occurrences as specified by you. Sufficient funds must be available in the Bill Payment Account at 1:00 P.M. Central Time on each Scheduled Payment Date. Any request to cancel or delete a Future Dated Payment should be made as soon as possible and must be made prior to 1:00 P.M. Central Time on the Scheduled Payment Date.

**The Service Guarantee:** VICFCU will use its best efforts to make all your payments properly. VICFCU will bear responsibility for any late payment related charges up to a maximum of \$50.00 for any payment, should a payment post after its Scheduled Payment Date, as long as the payment was scheduled in accordance with the guidelines described in this Agreement, and none of the exceptions listed under “VICFCU’s Liability for Failure to Make Transfers” is applicable.

**Vicfcu’s Liability For Failure To Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: (1) Through no fault of ours, you do not have enough available funds in your Bill Payment Account to make the transfer; (2) The payment would exceed any permitted overdraft line you have for the Bill Payment Account; (3) The funds in your account are subject to legal process or other claim, an uncollected funds hold, or are otherwise not available for withdrawal; (4) The funds in

your account are pledged as collateral or frozen because of a delinquent loan; (5) You are in default on an account to which you are attempting a payment; (6) The Security Code or transaction information or other information you have provided is incorrect, incomplete, ambiguous, or untimely; (7) You used your Security Code in an incorrect manner; (8) You did not properly follow software or VICFCU Bill Payment instructions; (9) If you did not give VICFCU complete, correct and current instructions or information to process your transaction request; (10) If you did not authorize a payment soon enough for the payment to be made, transmitted, received, and credited by the payee/vendor; (11) If VICFCU made a timely payment but the payee/vendor did not promptly credit your payment after receipt; (12) Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the payment despite reasonable precaution taken by us; (13) Your personal computer and/or software malfunctioned for any reason; (14) The payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; (15) The payment processing center or system was not working properly and you knew about the breakdown before you executed the transaction; or (16) We blocked the payment to protect the integrity or security of the system. (There may be other exceptions as established by VICFCU or in our agreements with you.)

**Payment Authorization And Payment Remittance:** By providing VICFCU with names, addresses and account information of Billers to whom you wish to direct payments, you authorize VICFCU to follow the Payment Instructions that it receives.

When VICFCU receives a Payment Instruction, you authorize VICFCU to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize VICFCU to credit your Bill Payment Account for payments returned to VICFCU by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

**Payment Methods:** VICFCU reserves the right to select the method in which to remit funds through the Bill Payment Service on your behalf to your Biller. These payment methods may include, but may not be limited to, electronic payment, electronic to check payment, and payment by paper check sent via the United States Postal Service.

**Prohibited Payments:** You agree not to use the Bill Payment Service to make payments to Billers outside of the United States or its territories; to make tax payments; to make any court-ordered payments; or to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list ("Prohibited Payments").

Attempting to process any Prohibited Payments through the Bill Payment Service is done entirely at your own risk and may be rejected by VICFCU. VICFCU and its service providers assume no risk for processing any Prohibited Payments, and you agree to indemnify and hold VICFCU and its service providers harmless from any liability, claims or damages resulting from your scheduling of any Prohibited Payments through the Bill

Payment Service, and any payments that are rejected or processed in whole or in part by the Bill Payment Service. The Service Guarantee is not applicable to any Prohibited Payments. VICFCU has no obligation to research or resolve any claim in connection with any Prohibited Payments. All research and resolution for any misapplied, misposted, misdirected, partial or rejected Prohibited Payments will be the sole responsibility of you and not of VICFCU or its service providers.

**Bill Delivery And Presentment:** VICFCU may from time to time allow you to use the System to view electronic bills from third parties. It is your sole responsibility to contact your Billers directly if you do not receive any third party statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

Information provided to the Biller – VICFCU is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. You must make all changes by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's account information. You agree VICFCU may, at the request of the Biller, provide to the Biller your email-address, service address, or other data specifically requested by the Biller, including the termination of your use of the Bill Payment Service, if applicable.

Activation – Upon activation of the electronic bill feature of the Bill Payment Service, VICFCU may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take sixty (60) days or longer, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – VICFCU will use its best efforts to present all of your electronic bills promptly. In addition to notification within the VICFCU Bill Payment Service, VICFCU may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the service and check on the delivery of new electronic bills.

The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. Cancellation may take sixty (60) days or longer, depending on the billing cycle of each Biller. It is your sole responsibility to make arrangements for an alternative form of bill delivery. VICFCU will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-delivery of electronic bills – You agree to hold VICFCU harmless should the Biller fail to deliver your statements. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – VICFCU is not responsible for the accuracy of your electronic bills. VICFCU is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that exist between you and your Billers.

**Limits On Transfers And Transactions:** The maximum amount of bill payments each day is \$10,000.00, if there are sufficient available verified funds in your Bill Payment Account, unless further limited under another agreement. There are no limits on the number of transactions you may initiate through the VICFCU Bill Payment Service except as stated below. You may not be able to initiate transfers using the Bill Payment Service to or from certain types of accounts (such as Certificates of Deposits or CDs) designated by VICFCU. VICFCU may refuse to honor any transaction which exceeds your available verified funds balance (see “Available Funds” below). To ensure overdraft protection for your Bill Payment transactions, please contact VICFCU; otherwise, any overdraft protection that you may have for your account may not apply to Bill Payment transactions. Your Bill Payment session may be terminated if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each session. VICFCU reserves the right to limit the frequency and dollar amount of any transactions at any time for security reasons.

**Available Funds:** VICFCU need not complete any transaction if the Bill Payment Account does not have sufficient available funds at the time that VICFCU attempts to complete the transaction. This means, for example, that VICFCU may refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require VICFCU to increase the required reserve in the account from which the transfer is to be made.

**Finance Charges On Loan Transfers:** Each transfer made from any revolving line of credit account or overdraft line of credit that you have with us is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your applicable credit agreement.

**Funds Availability And Accrual Of Dividends:** Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with VICFCU's Truth-in-Savings disclosures. Dividends begin to accrue on the effective date of the transfer.

**Account Statements:** Your completed VICFCU Bill Payment transactions will appear on your periodic account statements. You will get a monthly account statement for your checking account. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using the VICFCU Online Banking Service.

**Fees And Charges:** A monthly fee is charged to members who enroll in the VICFCU Bill Payment Service, whether or not the member uses the Service after enrollment. Please refer to VICFCU's [Fee Schedule](#) to determine the current amount. You authorize us to deduct all accrued fees, charges and other amounts that you owe from any account that you have with VICFCU. In addition, you are solely responsible for the payment of any Internet Service Provider, telephone, and utility company charges incurred in connection with accessing VICFCU Bill Payment Service.

**Account Transaction History:** Each time you inquire and download account transactional information, you will receive information for at least the last sixty (60) calendar days. This means that you may need to download transactional information at least once every sixty (60) days if you wish to have all of your account information on your personal computer.

**Cancelling, Editing Or Stopping Payment Of Preauthorized Payments:**

Same Day Payments cannot be canceled or stopped for any reason once the transaction has been completed.

If you have told us in advance to make a Future Dated Payment (including recurring payments) out of your account, you may be able to cancel, edit, or stop the payment. Here's how:

You may use the Bill Payment Service online to cancel or edit any Future Dated Payment anytime prior to 1:00 P.M. on the day of the scheduled payment. To cancel or edit a Future Dated Payment online, follow the directions set forth in the Bill Payment Service. There is no charge for canceling or editing a Future Dated Payment online.

Instead of canceling or editing a Future Dated Payment online, you may contact VICFCU and order a stop payment.

In order to issue a stop payment order, we must receive your request three (3) 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 fourteen (14) days after you call. We will charge you for each stop-payment order you give. Please see our VICFCU Fee Schedule to determine the current stop-payment fee.

After we have processed a payment, it cannot be cancelled or edited, and a stop payment order can only be processed if the payment is made by check (rather than by electronic payment, an electronic to check payment, or other electronic funds transfer). VICFCU's ability to process a stop payment request will also depend on whether or not a check has cleared.

If you need assistance in canceling, editing, or placing a stop payment order on a Future Dated Payment, call us at 808.877.322, fax us at 808.871.5421, or write us at Valley Isle Community Federal Credit Union, 160 Paahana Street, Kahului, HI 96732.

If you order us to stop one of the payments out of your account three (3) business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages.

**Failed Or Returned Transactions:** In using the Bill Payment Service, you are requesting VICFCU to make payments for you from your Bill Payment Account. If we are unable to complete the transaction for any reason associated with your Bill Payment Account (for example, your available funds in your Bill Payment Account are insufficient to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from VICFCU. In such case, you agree that: (1) You will reimburse VICFCU immediately upon demand the transaction amount that has been returned to the Service; (2) You will reimburse VICFCU for any fees imposed as a result of the return; (3) You will reimburse VICFCU for any fees it incurs in attempting to collect the amount of the return from you; (4) VICFCU may deduct any fees, charges or other amounts that you owe from any of your accounts at VICFCU; and (5) VICFCU is authorized to report the facts concerning the return to any credit reporting agency.

**Address Or Banking Changes:** It is your sole responsibility to ensure that the contact information in your user profile with VICFCU is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the Bill Payment Service or by contacting member service. Any changes in your Bill Payment Account should also be made in accordance with the procedures outlined within the Help files. All changes made are effective within one business day for scheduled and future payments paid from the updated Bill Payment Account information. VICFCU is not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information. Please remember to update information with any Biller directly.

**Biller Limitation:** VICFCU reserves the right to refuse to pay any Biller to whom you may direct a payment. The Bill Payment Service will notify you promptly if it decides to

refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**Returned Payments:** In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to VICFCU for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. VICFCU will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Bill Payment Account.

**Information Authorization:** Your enrollment in the Bill Payment Service may not be fulfilled if VICFCU cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that VICFCU and its service providers reserve the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that VICFCU and its service providers may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**Cooperation:** You agree to cooperate with VICFCU in obtaining reimbursement or other recourse from any person who was paid incorrectly.

## **MOBILE DEPOSIT SERVICE**

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit. This service is available for certain VICFCU business checking accounts, such as individual sole proprietor accounts, but may not be available for other types of business checking accounts. Please contact VICFCU if you have any questions.

**Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. The current daily aggregate deposit limit is \$5,000. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Eligible items.** You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand) that are eligible for deposit through the Mobile Deposit Service. The original paper check is referred to herein as the "Original Check." The image of the check that you transmit to VICFCU electronically for deposit is referred to herein as the "Check Image." "Check" means the original Check and the Check Image.

The following are eligible checks:

- Each Check Image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check;
- The Check is payable to you (third party checks or checks payable to “cash” are not eligible), or, if the Check is payable to two payees it must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check;
- The Check amount does not exceed \$5,000;
- The Check is drawn in US dollars, on a US financial institution;
- The Check is valid, does not have any alterations or corrections, and is in good condition;
- All information on the Check is consistent (e.g., the numerical amount matches the written amount);
- The full Magnetic Ink Character Recognition (MICR) line is printed on the Check;
- The Check is not a counter check or a temporary check;
- The Check is dated within six months prior to deposit;
- The Check is not a certified check, cashier’s check, teller’s check, money order, postal order, savings bond, traveler's check, US Treasury check, government warrant, or demand draft;
- The Check does not require a special endorsement or warrant (e.g., insurance and escrow checks are not eligible);
- The Original Check is a paper check that was not remotely created;
- The Original Check must have an original signature of the person authorizing it;
- The Original Check is in your physical possession;
- You created the Check Image from the Original Check;
- The Check Image is image-readable by VIC FCU’s standard software and equipment;
- Neither the Original Check nor any form of the Check has been (nor will be) submitted for deposit or collection anywhere other than to deposit the Check to your VIC FCU account;
- Neither the Original Check nor any form of the Check has been returned or rejected for any reason;



- The Check Image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space;
- Your endorsement must include your signature and “via mobile deposit”; and
- Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account without liability to you or anyone else. We will notify you of rejected images. VICFCU is not responsible for any image that is altered, damaged or dropped during transmission.

**Original checks.** After you receive confirmation that we have received an image, you must securely store the Original Check for 60 calendar days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the Original Check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an Original Check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the Original Check. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each Check Image:

- You are the holder of Original Check and are entitled to enforce and obtain payment on it;
- Each Check Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the Original Check.
- VICFCU will not sustain a loss because you have used the Mobile Deposit Service to deposit a Check;
- You are using the Mobile Deposit Service in good faith, in compliance with all applicable law, without any malicious code or other potentially damaging capabilities.
- The Original Check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the Original Check.

- You have possession of the Original Check and no party will submit the original check for payment.

With respect to each Check Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You specifically agree that by using Mobile Deposit Service, you give VICFCU the same warranties and indemnities that VICFCU, as a reconverting bank, would give under applicable law or regulation. You agree that all of the warranties deemed given by a depositor of a check to a bank under the Hawaii Uniform Commercial Code (“UCC”) shall also apply to the Check Image, the same as if it were a paper check within the meaning of the UCC as adopted by the State of Hawaii. Accordingly, except to the extent that any warranties deemed given under the UCC are expressly superseded by the Check 21 Act or the Check 21 regulations under Regulation CC, you give VICFCU all the same warranties you would have given under the UCC for the deposit of an original Check by transferring to VICFCU: (a) the Check Image; (b) any Image Replacement Document or other item purporting to be a Substitute Check (as defined in Regulation CC); or (c) any electronic image that purports to represent an original Check. The above warranties are deemed given to VICFCU and any person to whom VICFCU transfers, presents or returns any Check image, or any replacement therefor created by VICFCU or any subsequent person.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches.

**Funds Availability.** For purposes of funds availability, Mobile Deposits are considered deposited at a branch.. Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment,

we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight. and Ensenta Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Accountholder's Indemnification Obligation.** You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

VICFCU will not be liable for any damages that arise, directly or indirectly, in whole or in part, from any of the following: Any error, failure or delay in the transmission or delivery of data, records or Checks; Any difficulty with the Check image, file, or other transmission; Any nonpayment or return of any Check.

You also agree to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and Ensenta (Ensenta), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Ensenta, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Mobile Deposit Services, Ensenta or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we

reasonably request during the term of this Agreement. You authorize us to review your history from time to time.