

## Members Guide to Services

### Welcome to Lōkahi Federal Credit Union

The Lōkahi Federal Credit Union program is a complete member services package and a streamlined lending plan that provides “one-stop shopping” for your financial needs.

### Automated Teller Machines

Our ATM Exchange Network puts credit union convenience in the palm of your hand through most automated teller machines. ATMs provide you with financial service twenty-four hours a day, seven days a week.

### All this and a Credit Card too!

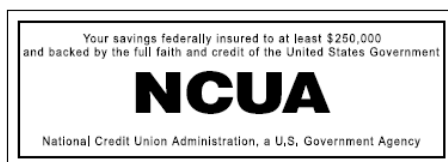
Lōkahi Federal Credit Union offers you a Credit Card. You can charge goods and services up to the full amount of your preapproved credit limit with your credit card.

## IMPORTANT NOTICE

The documents contained in this booklet are your permanent copies of  
Lōkahi Federal Credit Union's agreements and disclosures.  
Please keep them for your records. The table of contents below is provided for easy reference.

## Table of Contents

|   |        |
|---|--------|
| Privacy Disclosure.....                                 | 1      |
| Online Privacy Disclosure.....                          | 3      |
| Membership and Account Agreement.....                   | 4      |
| Funds Availability Policy Disclosure.....               | 12     |
| Electronic Fund Transfers Agreement and Disclosure..... | 13     |
| Truth-in-Savings Disclosure.....                        | Insert |



## FACTS

### WHAT DOES LŌKAHI FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- account transactions and checking account information
- credit history and credit scores

When you are *no longer* our member, we continue to share your information as described in this notice.

#### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Lōkahi Federal Credit Union chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Does Lōkahi Federal Credit Union share? | Can you limit this sharing? |
|---|---|-----------------------------|
| <b>For our everyday business purposes –</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus | Yes                                     | No                          |
| <b>For our marketing purposes –</b><br>to offer our products and services to you  | Yes                                     | No                          |
| <b>For joint marketing with other financial companies</b>   | Yes                                     | No                          |
| <b>For our affiliates' everyday business purposes –</b><br>information about your transactions and experiences  | No                                      | We don't share              |
| <b>For our affiliates' everyday business purposes –</b><br>information about your creditworthiness  | No                                      | We don't share              |
| <b>For our affiliates to market to you</b>  | No                                      | We don't share              |
| <b>For nonaffiliates to market to you</b>   | No                                      | We don't share              |

#### Questions?

Call 808-423-1391 or 800-432-4328 or go to [www.LokahiFCU.com](http://www.LokahiFCU.com)

## What we do

|  |   |
|--|---|
| <b>How does Lōkahi Federal Credit Union protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.   |
| <b>How does Lōkahi Federal Credit Union collect my personal information?</b> | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or show your government-issued ID</li> <li>▪ apply for financing or give us your contact information</li> <li>▪ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| <b>Why can't I limit all sharing?</b>  | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>   |

## Definitions

|                        |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Lōkahi Federal Credit Union has no affiliates.</i></li> </ul>   |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Lōkahi Federal Credit Union does not share with our nonaffiliates so they can market to you.</i></li> </ul>         |
| <b>Joint Marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include insurance companies and credit card companies.</i></li> </ul> |

## Other important information

## Online Privacy Protection

For site security, Lōkahi Federal Credit Union's software programs monitor network traffic to identify unauthorized attempts to upload or change information or otherwise cause damage to our system.

For site management, information is collected for internal statistical purposes. A software program is used to summarize the information and assessments are made in areas such as system performance and design specification. No personal information, such as your name and address, is collected or used for this analysis. No information is collected to identify you personally.

Our software does collect and store only the information about your visit to our website. This includes: Internet domain and IP address (the number automatically assigned to your computer while on the web) from which you access our website; date and time you access our site; and pages you visit and the result of the request.

Our website contains "links" to other websites for products or services we feel are benefits or of interest to our membership. We assume no liability for the content of these sites.

Your name and address will not be sold to any mailing lists or to any merchants. We are in the business of serving our members and not marketing those lists to anyone. Any information disclosed to Hickam Federal Credit Union in the normal course of business will be held in confidence.

# MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Lōkahi Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two or more persons.

**a. Rights of Survivorship.** Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

**c. Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Funds in accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees with rights of survivorship among the beneficiaries/payees. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

**5. ACCOUNTS FOR MINORS** - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law.

**6. UNIFORM TRANSFERS TO MINORS ACCOUNT** - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party

authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The account will terminate and be distributed in accordance with applicable law.

**7. AGENCY DESIGNATION ON AN ACCOUNT** - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

**8. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

**b. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

## **9. ACCOUNT ACCESS**

**a. Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

**b. Access Options.** You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

**c. Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**10. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**l. Remittance Transfers.** A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**11. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

## **12. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**13. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

## **14. OVERDRAFTS**

**a. Payment of Overdrafts.** If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card

transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**b. How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day from low to high dollar value.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. This is referred to as an "authorization hold". An authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. It is important to keep in mind that we check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than \$0), we will charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized.

The following example illustrates how this works:

Assume your actual and available balances are both \$40, and you use your debit card at a restaurant to pay your bill totaling \$30. If the restaurant requests authorization in the amount of \$30, an authorization hold is placed on \$30 in your account. Your available balance is only \$10, but the actual balance remains \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 is presented for payment. Because your available balance is only \$10 due to the \$30 authorization hold, your account will be overdrawn by \$30 when the check transaction is posted to your account even though your actual balance is \$40. In this example, if we pay the \$40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be \$30 or a different amount (for example, if you added a tip). Because the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will charge you another fee for overdrawing your account, even though you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.



**c. Understanding Your Account Balance.** Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at LōkahiFCU.com, at an ATM, by visiting a credit union branch or by calling us at 808-423-1391.

**15. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

## **16. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

**c. Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**17. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

**18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

**19. REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

**20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law.** If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a

later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**21. LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**22. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

### **23. NOTICES**

**a. Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

### **25. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

**c. Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

**26. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**27. SPECIAL ACCOUNT INSTRUCTIONS** - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card, Member Services Request, or other document which evidences a change to an account and accepted by us.

**28. TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or

committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law. For more information please refer to the Lōkahi Federal Credit Union Member Conduct and Limitation of Services policy.

**30. DEATH OR INCOMPETENCE** - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**32. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**33. ENFORCEMENT** - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**34. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Hawaii. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**35. NEGATIVE INFORMATION NOTICE** - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**36. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**37. CONSENT TO CONTACT** - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

**38. ALTERNATIVE DISPUTE RESOLUTION** - You and Credit Union agree and understand that any and all controversies, disputes and claims (collectively Claims) (whether such Claims are in contract, tort, statute, or otherwise) arising out of, or related to any of your accounts with us, Credit Union's Membership Account Agreement, Credit Union's operations, and Credit Union's products and services, shall be resolved pursuant to this arbitration provision, regardless of when those claims occurred.

The parties will first attempt to resolve any Claims by negotiation. If that is unsuccessful, the parties shall submit the Claims to mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator, then the mediator shall be appointed by the American Arbitration Association (AAA). The mediation shall take place within thirty (30) days of the date that a party gives the other party written notice of its desire to mediate the Claims.

If the Claims are not resolved through mediation, the Claims shall be resolved by arbitration pursuant to this section and the then-current rules and supervision of the AAA. You may obtain the current rules for the AAA from its website at [www.adr.org](http://www.adr.org), or you may request a copy of the AAA rules from us, which we can provide electronically or by mail at our discretion. The arbitration shall be held within fifty (50) miles of your residence (if in the United States) before a single arbitrator who is an attorney or retired judge with experience and knowledge about financial institutions and transactions. If your residence is outside the United States, then the arbitration shall be held in Honolulu, Hawaii, at a location of Credit Union's choosing. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. In order to prevent irreparable harm, the arbitrator may grant temporary or permanent injunctive or other equitable relief for the protection of property rights at the request of a party.

This arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act, codified at Title 9 of the U.S. Code, to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. Issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration. The arbitrator shall apply and be bound to follow the substantive laws of the State of Hawaii with respect to other aspects of the arbitration, including all statutes of limitations or other defenses relating to the

timeliness of the assertion of a dispute or claim that would be applicable. Each party shall bear its own attorneys' fees and costs associated with negotiation, mediation, and arbitration, and other costs and expenses shall be borne as provided by the rules of the AAA.

This arbitration provision does not prevent you from bringing issues regarding your accounts to the attention of any federal, state, or local agency or entity. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any Claims to mediation or arbitration.

**Exception for Covered Loans to Covered Borrowers under the Military Lending Act.** The arbitration provision does not apply to Covered Loans made to Covered Borrowers, as prohibited under the Military Lending Act, 10 U.S.C. § 987(e)(3).

If any part of this section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate and arbitrate hereunder or any other part of this section.

**39. CLASS ACTION WAIVER** - The parties agree that any and all Claims pursued against each other shall be on an individual basis. To that end, you knowingly hereby waive your rights to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any arbitration, except as otherwise agreed to in writing by the parties. If any part of this section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate and arbitrate hereunder or any other part of this section.

## FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Lōkahi Federal Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check or draft deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check or draft available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the third (3rd) business day after the day of your deposit. However, the first \$225.00 of your aggregate deposit may be available on the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. HOLDS ON OTHER FUNDS** — If we cash a check or draft for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check or draft that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check or draft that you deposited.

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check or draft into your account an additional number of days for these reasons:

- We believe a check or draft you deposit will not be paid.\*
- You deposit checks or drafts totaling more than \$5,525 on any one day.
- You redeposit a check or draft that has been returned unpaid.\*
- You have overdrawn your account repeatedly in the last six (6) months.\*
- There is an emergency, such as failure of communications or computer equipment.\*

*\* The first \$225 may not be available on the business day of your deposit.*

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eighth (8th) business day after the day of your deposit.

**5. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, Hawaii state, and local government checks or drafts will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks or drafts must be payable to you. The excess over \$5,525 may be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks or drafts (other than a U.S. Treasury check or draft) is not made in person to one of our employees, the first \$5,525 may not be available until the second (2nd) business day after the day of your deposit. Funds from all other check or draft deposits may be available on the thirty (30) calendar day after the day of your deposit.

**6. SPECIAL RULES FOR PROPRIETARY (WE OWN) ATM DEPOSITS** — ATM deposits are subject to the following provisions:

- Deposits made at an ATM are verified and credited to your account by the next business day of the location where the deposit is received.
- Check deposits at the ATM will be subject to the check holds as stated above for other check deposits.
- For hold purposes, the day we verify the deposit is considered the day of deposit.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Lōkahi Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings and checking accounts at the Credit Union's ATMs.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

The following limitations on ATM Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**b. Check Card.** If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts at the Credit Union's ATMs.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.

- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Check Card transactions may apply:

- You may make 15 Check Card purchases per day.
- You may purchase up to a maximum of \$5,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. Audio Response.** If we approve Audio Response for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Audio Response to:

- Transfer funds from your savings, checking, money market, and Christmas Savings accounts.
- Obtain balance information for your savings, checking, loan, money market, and Christmas Savings accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Verify the last date and amount of a deposit to your account.

Your accounts can be accessed under Audio Response via a touch-tone telephone only. Audio Response service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Audio Response transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer 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.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.

You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**f. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Transfer funds from your savings, checking, money market, Home Equity Line of Credit, Personal Line of Credit, and Overdraft Protection accounts.
- Obtain balance information for your savings, checking, loan, money market, certificate, and Christmas Savings accounts.
- Make loan payments from your savings, checking, money market, and Christmas Savings accounts.
- Access your Home Equity Line of Credit, Personal Line of Credit, and Overdraft Protection accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**g. Bill Payment.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

Please refer to the Bill Payment website for payment methods.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- There is a \$5,000.00 per bill payment transaction limit.

## **2. TRANSFER LIMITATIONS — None.**

## **3. CONDITIONS OF EFT SERVICES —**

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

### **c. Foreign Transactions.**

**Mastercard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.



**4. FEES AND CHARGES —** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY —** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

808.423.1391  
800.432.4328

or write to:

Lōkahi Federal Credit Union  
PO Box 30025  
Honolulu, HI 96820-0025

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

#### **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 808.423.1391 or 800.432.4328. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS —** Our business days are Monday through Saturday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

808.423.1391  
800.432.4328

or write to:

Lōkahi Federal Credit Union  
PO Box 30025  
Honolulu, HI 96820-0025

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

If you tell us 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 has 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 45\*\* days to investigate your complaint or question.

If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days 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 you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. 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 computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

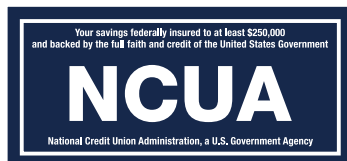
**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Hawaii, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction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

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

## HOW DO I KNOW MY CREDIT UNION IS FEDERALLY INSURED?

Federally insured credit unions are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in their offices and branches. For a complete directory of federally insured credit unions, visit the NCUA's agency website at [ncua.gov](http://ncua.gov).



## COVERAGE LIMITS

The standard share insurance amount is \$250,000 per share owner, per insured credit union, for each account ownership category. The \$250,000 standard share insurance account became permanent through the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

## THE NCUA SHARE INSURANCE ESTIMATOR

The NCUA Electronic Share Insurance Estimator is available to help members better understand the protection offered by the NCUSIF. This interactive site allows users to input data to compute the amount of NCUSIF coverage available under different account scenarios. This resource is available at [MyCreditUnion.gov/estimator](http://MyCreditUnion.gov/estimator).



**MyCreditUnion.gov**

## WHERE CAN I FIND MORE INFORMATION?

The NCUA has more information available to help credit union members better understand how the NCUSIF keeps their accounts safe and protected.

A comprehensive booklet entitled Your Insured Funds is available on the [ncua.gov](http://ncua.gov) and [MyCreditUnion.gov](http://MyCreditUnion.gov) websites. This booklet contains a detailed discussion of all available types of NCUSIF coverage, along with examples illustrating how the coverage works in practice. You can get additional information about credit unions and the financial services they offer, as well as tips on how to save, create a budget, and plan for a major purchase at the NCUA's consumer website, [MyCreditUnion.gov](http://MyCreditUnion.gov).



National Credit Union Administration  
Office of Consumer Financial Protection  
1775 Duke Street, Alexandria, VA 22314  
800-755-1030 | [MyCreditUnion.gov](http://MyCreditUnion.gov)

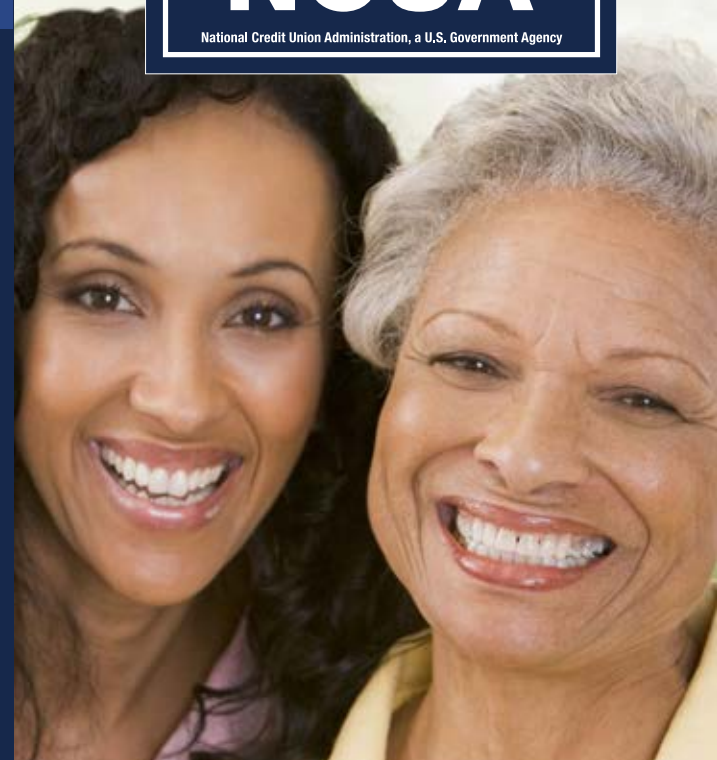


NCUA 8016 - Revised February 2018

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency



## HOW YOUR ACCOUNTS ARE FEDERALLY INSURED

National Credit Union Administration  
Office of Consumer Financial Protection

**MyCreditUnion.gov**



## WHAT IS THE NCUA?

The National Credit Union Administration, commonly referred to as NCUA, is an independent agency of the United States government that regulates, charters and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, the NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

## WHY IS NCUSIF SHARE INSURANCE COVERAGE IMPORTANT?

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost a penny from accounts insured by the NCUSIF.

Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. The NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured, state-chartered credit unions.

## WHAT BASIC COVERAGE IS PROVIDED BY THE NCUSIF?

The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their single ownership accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union are fully insured.

If a person has more than \$250,000 at any single credit union, several options are available for additional share insurance coverage because, as discussed in greater detail (right), the NCUSIF provides separate insurance for other accounts.

Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While the NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities offered by affiliated entities.

## DOES THE NCUSIF PROVIDE ADDITIONAL COVERAGE?

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their single ownership accounts.

### RETIREMENT ACCOUNTS

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, the NCUA insures KEOGH accounts separately in the aggregate to \$250,000 at each credit union.

Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

### JOINT ACCOUNTS

Joint accounts are owned by two or more people who have equal rights to withdraw money from the account and no beneficiaries are named. These accounts can include regular shares, share drafts (similar to checking), money market accounts, and share certificates. The NCUSIF provides each joint account holder with \$250,000 coverage for their aggregate interests at each federally insured credit union.

For example, a two person joint account with no beneficiaries has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts with no beneficiaries and retirement accounts.

### TRUST ACCOUNTS

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common informal revocable trust payable-on-death account without additional documentation; however, some trusts require additional, valid documentation to qualify for coverage. While this brochure briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

### REVOCABLE TRUSTS

Revocable trust accounts may qualify for insurance coverage of up to \$250,000 per beneficiary named by the owner (if a member of the credit union) that is separate from the individual coverage available to the trust owner (also referred to as grantor or settlor). For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary). This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

### IRREVOCABLE TRUSTS

Irrevocable trusts have separate coverage based on the beneficial interest. The interest of each beneficiary in an account (or accounts) established as an irrevocable trust has separate NCUSIF coverage of up to \$250,000. In cases where a beneficiary has an interest in more than one trust arrangement created by the same owner, the interests of the beneficiary in all accounts established under such trusts are added together for insurance purposes and insured for a total of up to \$250,000.

# TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE:

The rates, fees and terms applicable to your account at the Credit Union are provided in this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

## RATE SCHEDULE

| ACCOUNT TYPE  | DIVIDENDS  |                         |                       |                       | BALANCE REQUIREMENTS          |   |                   | ACCOUNT LIMITATIONS        |
|---|--|-------------------------|-----------------------|-----------------------|-------------------------------|---|-------------------|----------------------------|
|   | Dividend Rate/<br>Annual Percentage<br>Yield (APY) | Dividends<br>Compounded | Dividends<br>Credited | Dividend<br>Period    | Minimum<br>Opening<br>Deposit | Minimum<br>Balance to<br>Earn the<br>Stated APY | Balance<br>Method | See Section 6              |
| <input type="checkbox"/> Savings Accounts             | /  | Monthly                 | Monthly               | Monthly<br>(calendar) | \$5.00                        | \$5.00  | Daily Balance     | —                          |
| IRA Savings Accounts                                  |  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$0.00 to \$4,999.99         | /  | Monthly                 | Monthly               | Monthly<br>(calendar) | —                             | —   | Daily Balance     | —                          |
| <input type="checkbox"/> \$5,000.00 to \$24,999.99    | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$25,000.00 or greater       | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> Christmas Savings Accounts   | /  | Monthly                 | Monthly               | Monthly<br>(calendar) | —                             | —   | Daily Balance     | Account limitations apply. |
| Money Market Accounts                                 |  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$5,000.00 to \$14,999.99    | /  | Monthly                 | Monthly               | Monthly<br>(calendar) | —                             | \$5,000.00                                      | Daily Balance     | —                          |
| <input type="checkbox"/> \$15,000.00 to \$24,999.99   | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$25,000.00 to \$49,999.99   | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$50,000.00 to \$99,999.99   | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$100,000.00 to \$149,999.99 | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$150,000.00 to \$199,999.99 | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$200,000.00 to \$249,999.99 | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> \$250,000.00 or greater      | /  |                         |                       |                       |                               |   |                   |                            |
| <input type="checkbox"/> Checking Accounts            | /  | Monthly                 | Monthly               | Monthly<br>(calendar) | —                             | —   | Daily Balance     | —                          |

## ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. Rate Information** — The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the

dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. The IRA Savings and Money Market accounts are Tiered

Rate Accounts. The ranges of balances and corresponding Dividend Rate and Annual Percentage Yield applicable to each account is listed in the Rate Schedule. Once a particular range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account.



**2. Nature of Dividends** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. Dividend Compounding and Crediting** — The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

**4. Accrual of Dividends** — For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**5. Balance Information** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings account for each member on the account. If at any time, your share account balance falls below the par share value of \$5.00 (one share) for each member on the account, and you do not increase the balance to at least the par value of one share per member on the account within three (3) months of the reduction, you may be terminated from membership. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Rate Schedule. If the minimum daily balance requirement is not met during each day of the dividend period, you may be charged a service fee as stated in the Schedule of Fees and Charges. For Savings and Money Market accounts, there is a minimum Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the dividend period, you will not earn the stated Annual Percentage Yield. For accounts using the Daily Balance method as stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the principal in the account each day.

**6. Account Limitations** — For Christmas Savings accounts, the entire balance will be transferred to another account of yours on or after November 1st and the account will remain open. For Savings, Money Market, and Checking accounts, no account limitations apply. For IRA accounts, refer to IRA Disclosure.

**7. Fees for Overdrawing Accounts** — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card

transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

**8. Membership** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

|                           |        |
|---------------------------|--------|
| Par Value of One Share    | \$5.00 |
| Number of Shares Required | 1      |

**9. Rates** — The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

**10. Fees** — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

**Lōkahi Federal Credit Union**  
P.O. Box 30025  
Honolulu, HI 96820

[www.LōkahiFCU.com](http://www.LōkahiFCU.com)

**808-423-1391 (Oahu)**  
**Toll-free 800-432-4328**  
**(Continental U. S. & Neighbor Islands only)**

**Lōkahi FCU Audio Response**  
**808-218-6000 (Oahu)**  
**Toll-free 866-903-4328**  
**(Continental U. S. & Neighbor Islands only)**

**Pearl City Branch**  
**Headquarters**  
1260 Kuala Street

**Hickam Branch**  
Joint Base Pearl Harbor-Hickam

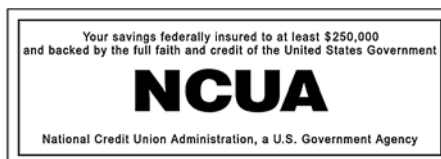
**Kahala Mall Kiosk Branch**  
Kahala Mall

**Kaneohe Branch**  
Windward Mall

**Kapolei Branch**  
Kapolei Marketplace

**Mililani Branch**  
Town Center of Mililani

**Pearlridge Branch**  
Pearlridge Center Mauka





# Schedule of Fees

Effective March 1, 2024

| Account Fees   |                         |
|--|-------------------------|
| Account Maintenance                                      | None                    |
| Paper Statement / eStatement                             | None                    |
| Copy of Statement  | \$3.00 per statement    |
| Dormant / Inactive Account                               | None                    |
| Holiday Savings Early Withdrawal                         | None                    |
| Check Orders   | Varies                  |
| Temporary Counter Checks<br>Four [4] Checks Per Sheet    | \$2.00 per sheet        |
| Copy of Paid Check                                       | \$3.00 per check        |
| Member's Check Returned<br>Deposited Items / Charge Back | \$25.00 per item        |
| Overdraft Protection<br>From Savings                     | \$5.00 per transfer     |
| Overdraft Privilege®<br>Paid / Returned                  | \$30.00 per presentment |
| Non-Sufficient Funds<br>Paid / Returned                  | \$30.00 per presentment |
| Abandoned Property Processing<br>Escheatment             | \$40.00                 |
| Any Stop Payment   | \$30.00 per request     |
| Invalid Address  | \$5.00 per month        |
| Collection Items   | Cost + \$5.00 per item  |
| Early Account Closure<br>Within 90 Days                  | \$30.00                 |

| Lōkahi FCU Online Services Fees                |      |
|--|------|
| Online / Mobile Banking                        | Free |
| Online Bill Payment Service                    | Free |
| Remote Deposit Capture<br>Mobile Check Deposit | Free |

| Electronic Funds Transfer Fees               |                       |
|--|-----------------------|
| Non-LFCU ATM Withdrawals                     |                       |
| First Six (6) Per Month                      | Free                  |
| Seventh (7 <sup>th</sup> ) or More Per Month | \$2.00 per withdrawal |
| Debit / ATM Card Replacement                 | \$10.00 per card      |
| Debit Card Foreign Transaction               | 0.00%                 |

| Wire Transfer Fees     |                  |
|------------------------|------------------|
| Incoming Domestic      | Free             |
| Outgoing Domestic      | \$35.00 per wire |
| Incoming International | Free             |
| Outgoing International | \$50.00 per wire |

| Notary Fees                     |                     |
|---------------------------------|---------------------|
| Member Notary Service           |                     |
| First Two (2) Documents per Day | Free                |
| Additional Documents            | \$5.00 per document |
| Non-Member Notary               | \$5.00 per document |

| Safe Deposit Box Fees  |                   |
|--|-------------------|
| 3"x10" Rental  | \$55.00 per year  |
| 5"x10" Rental  | \$75.00 per year  |
| 10"x10" Rental   | \$140.00 per year |
| Key Deposit (2 keys)   | \$10.00 per box   |
| Locksmith Service  | Cost of Service   |
| Late Payment Fee<br>30 calendar days past due  | \$10.00           |
| Special Deposit Fee<br>For storage of contents after a box has been forced open due to non-payment of annual rental fees | \$20.00 per year  |

| Legal & Research Fees |                             |
|-----------------------|-----------------------------|
| Research or Audit     | \$25.00 per hour / fraction |
| Garnishment           | \$50.00 per incident        |
| Levy                  | \$50.00 per incident        |
| Backup Withholding    | \$30.00 per incident        |

| Other Fees   |                         |
|--|-------------------------|
| Signature Guarantee                                  | Free                    |
| Money Orders   | \$2.00 each             |
| Cashier's Check                                      | One (1) Free / day      |
| Additional Cashier's Checks                          | \$5.00 each             |
| Non-Member Cashier's Check<br>(On-Us Check Exchange) | \$20.00 each            |
| Copy of Paid Lōkahi FCU<br>Cashier's Check           | \$5.00 each             |
| Non-Member Cash Advance                              | \$20.00 per transaction |
| Photocopy / Facsimile                                | \$2.00 per page         |
| Coinstar® Coin Counting Kiosk                        |                         |
| Member Transactions                                  | Free                    |
| Non-Member Transactions                              | 10% of total            |
| Collection via Debit Card                            | \$5.00 per transaction  |





It is the policy of Lōkahi Federal Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Lōkahi Federal Credit Union with regard to your checking account. The Membership Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Membership Agreement and Disclosure. A copy of the Membership Agreement and Disclosure is available to you on request from your Lōkahi Federal Credit Union officer.

Overdraft privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee. Lōkahi Federal Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Lōkahi Federal Credit Union of an overdraft check (or item such as an ATM withdrawal) does not obligate Lōkahi Federal Credit Union to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to Lōkahi Federal Credit Union's commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least sixty (60) days, and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account balance to a positive balance within every thirty two (32) day period for a minimum period of one (1) business day,
- B) Not being in default on any loan or other obligation to Lōkahi Federal Credit Union, and
- C) Not being subject to any legal or administrative order or levy,

Lōkahi Federal Credit Union will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by Lōkahi Federal Credit Union is a discretionary courtesy and not a right of the member or an obligation of Lōkahi Federal Credit Union. This privilege for consumer checking accounts will generally be limited to a maximum of \$500.00 overdraft (negative) balance after a sixty-day period. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules and membership agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary overdraft privilege (negative) balance, including any and all fees and charges, including all non-sufficient funds or overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership Agreement and Disclosure. Our standard Overdraft fee of **\$30.00** will be imposed for overdrafts created by checks, ACH transactions, ATM withdrawals, and every day debit card transactions.

Again, while Lōkahi Federal Credit Union will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the member or an obligation of Lōkahi Federal Credit Union and Lōkahi Federal Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Overdraft Privilege limit will be removed.

Lōkahi Federal Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless Lōkahi Federal Credit Union has provided you with the notice required by §1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, Lōkahi Federal Credit Union will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

Members may discontinue having Overdraft Privilege cover future transactions at any time by calling us at 808-423-1391 (Oahu only) or toll-free 1-800-432-4328 (Neighbor Islands and Continental U. S.).

# LÖKAHI FEDERAL CREDIT UNION

## Member Conduct and Limitation of Service

### General Policy Statement:

Lōkahi Federal Credit Union (“Lōkahi FCU” or “credit union”) is committed to promoting a safe and positive environment for its directors, employees, members, agents, and volunteers. As such, the Board of Directors of Lōkahi FCU has authorized the implementation of this Member Conduct and Limitation of Service Policy (the “Policy”) to ensure that such a safe work environment exists.

Pursuant to the Policy, a member in “good standing” retains all of their rights and privileges at the credit union. A member is in good standing when they: (a) maintain at least the minimum share set forth in Article III, Section 1 of the credit union’s Bylaws; (b) are not significantly delinquent on any credit union loan; (c) have not had any account with the credit union closed due to abusive or negligent behavior; (d) have not caused a financial loss to the credit union; and (e) have not engaged in violent, belligerent, disruptive, or abusive activities or behavior. The failure to maintain any of the foregoing requirements will mean that the member is no longer in good standing and may be subject to limitation of all or some of services and/or products offered by the credit union.

Abusive, negligent, violent, belligerent, or disruptive behavior and/or conduct includes, but is not limited to the following:

- Engaging in violence, intimidation, threats, harassment, or physical or verbal abuse (which includes swearing) directed at Lōkahi FCU directors, employees, members, agents, or volunteers (this includes, but is not limited to actions while on Lōkahi FCU premises and through use of telephone, mail, email, or other electronic method);
- Causing or threatening damage to credit union property.
- Unauthorized use or access of credit union property.
- Knowingly disseminating incorrect, misleading, confidential, or proprietary information regarding Lōkahi FCU.
- Any actions that may cause material risk or financial harm/loss to Lōkahi FCU.
- Engaging in sexual harassment of Lōkahi FCU directors, employees, members, agents or volunteers, including but not limited to unwanted touching, kissing, comments of a sexual nature (this includes, but is not limited to actions while on Lōkahi FCU premises and through use of telephone, mail, email or other electronic method);
- Refusing to follow health mandates, such as the use of masks.
- Bringing or possessing firearms, other weapons, or any other hazardous or dangerous device while on Lōkahi FCU premises or using such devices to threaten a Lōkahi FCU director, employee, member, agent, or volunteer.
- Possessing, selling, using, or being under the influence of any unlawful or unauthorized substance on Lōkahi FCU premises, or attempting to solicit Lōkahi FCU directors, employees, members, agents or volunteers with such a substance; or
- Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Lōkahi FCU and its directors, employees, members, agents or volunteers.

The credit union shall have the sole right and discretion to determine what constitutes abusive, negligent, violent, belligerent, or disruptive behavior and/or conduct.

The credit union may, at its sole discretion, limit all or some of the services and/or products available to you if you are not a member in good standing, including but not limited to:

- ATM services.
- Credit card services.
- Loan services.
- Share draft privileges.
- Preauthorized transfers; and
- Access to credit union facilities, personnel and premises.

In addition to the limitation of certain services and/or products, if you are a member who is not in good standing, the credit union may also recommend your expulsion from the credit union. Further, Lōkahi FCU reserves the right to seek all applicable legal action against the offending member, including suits for the recovery of compensation for damages caused to Lōkahi FCU property and personnel and the procurement of a temporary restraining order. Threats of any nature will be reported to the local, state, and federal authorities and any order will be obtained to protect Lōkahi FCU's premises, directors, employees, members, agents, and volunteers. The credit union reserves the right to take any action that is not expressly precluded by law or the credit union's Bylaws.

Lōkahi FCU reserves the right to amend this document at any time and will provide its members with at least 30-days' notice before any amendments go into effect.

Publication Date: March 1, 2025

Effective Date: March 1, 2025

## Welcome to Lōkahi Federal Credit eStatements

Welcome to Lōkahi Federal Credit Union's eStatements! Thank you for signing up to retrieve your statements online. We hope that you will find this new method faster, more efficient and convenient. Except for instances where access to your eStatement may not be available due to system updating, maintenance or technical difficulties, your eStatement should be ready for you to view the day that we create it...no more waiting for it to arrive in the mail. In addition to the convenience, you can feel certain that you will be able to access your statement in a safe and secure environment. Listed below is the Electronic Delivery Disclosure Consent. Please read this carefully. In this Authorization and Consent, I, ME and MY refers to each member who agrees with the terms disclosed below. YOU, YOUR, and YOURS mean Lōkahi Federal Credit Union .

- I. **Consent to Electronic Delivery of Disclosures.** I understand and agree that eStatement and Electronic disclosures are available to me on the Lōkahi Federal Credit Union Online Banking and that it is my responsibility to read them. These disclosures could include but are not limited to:

- Online Banking and Bill Payment Services Agreement and Disclosure Statement
- Electronic Delivery & Network Security Disclosure
- Privacy Notice

- II. **Initial and Ongoing Consent to Receive Electronic Statements and Electronic Delivery of Subsequent Disclosures.** I understand and agree that the following services and disclosures, and any changes to services and disclosures, will be provided to me electronically, on an ongoing basis (subject to the terms and conditions of the applicable disclosure):

- Online Banking and Bill Payment Services Agreement and Disclosure Statement
- Electronic Delivery & Network Security Disclosure
- Privacy Notice

I understand that you may notify me by e-mail about any changes in terms or fees to the above services and disclosures. I also understand that updated disclosures and other pertinent information in regard to my accounts will be made available to me electronically.

I further understand and agree that my account statement(s) will be provided to me electronically, on an ongoing basis (subject to the terms and conditions of the Electronic Delivery Disclosure). I also understand and agree that I will not be receiving paper statements delivered via the U.S. Postal Service.

- III. **Terms and Conditions Applicable to Electronic Delivery (Disclosures and Initial and Ongoing Electronic Statements):**

I understand and agree that:

1. All disclosures which are provided electronically to me will be in an html format capable of being retained either by printing or storing electronically and I am responsible to print or store electronically all such disclosures. By being able to access this disclosure, also in html format, I am acknowledging that I have the ability to access and read all electronic documents and disclosures available to me.

2. Transactions and/or account information changes performed on any account accessed by electronic means where my Sign-On ID and Password are utilized shall be considered authorized by me.
3. My ongoing consent (Section II) to receive electronic delivery of statements and disclosures electronically is voluntary and may be withdrawn at any time. I understand that request to change my delivery option must be in writing or by visiting a Lōkahi FCU branch. I may be charged a fee to revert back to hardcopy statements. If you do charge a fee, you will give me prior notification of the circumstances under which this fee will be charged, when the fee will take effect and the fee amount.
4. My computer system meets the minimum system requirements set forth below. In addition, I have and will maintain a printer capable of printing any disclosures or account statements that are e-mailed to me and/or made available on your website. In the alternative, I have and will maintain the ability to electronically save and visually display on my computer screen any disclosures and/or account statements that are e-mailed to me and/or made available on your website.
5. It is my responsibility to update my account information of your Online Banking system in the Profile screen as necessary, especially my e-mail address. I understand that any changes I make to my Profile screen, especially my e-mail address, may affect the electronic delivery of disclosures and account statements. Other account information changes (i.e. name on account and physical address) may require written authorization or must be in-person.
6. I may request in writing that all disclosures provided to me electronically also be provided in paper by writing to: Lōkahi FCU, Attn: Operations Support Services, P.O. Box 30025, Honolulu, HI 96820-0025.

A. Minimum System Requirements:

In order to receive and review disclosures and account statements electronically, I must have a device and internet connection that meets the following minimum requirements:

Device Requirements:

- Any computer (desktop or laptop), tablet, or smartphone capable of supporting secure web browsing and PDF document viewing.

Browser Requirements:

- Recommended browsers include the latest version of Google Chrome, Mozilla Firefox, Microsoft Edge, or Safari.
- Browsers must support 128-bit SSL encryption and Transport Layer Security (TLS) version 1.2 or higher.

PDF Software Requirements:

- Adobe Acrobat Reader (latest version) or an equivalent PDF reader supporting the latest PDF standards.

Internet Service Requirements:

- Reliable internet connection with a minimum speed of 3 Mbps provided by a reputable Internet Service Provider (ISP).

Security Requirements:

- Updated operating system with current security patches.
- Active, up-to-date, antivirus and firewall protection recommended.

I am solely responsible for obtaining, maintaining, upgrading and operating my ISP and any associated software. You are not responsible for any loss, damage or claim caused by my ISP, any related software, or my device communication equipment. Lōkahi FCU Online Banking and access to eStatements and Disclosure information is optimized for use with certified/recommended browsers. I understand that if I use a different browser, I may not be able to take full advantage of all the features of the site.

B. Security Procedures:

1. For ongoing electronic delivery of disclosures and account statements, you will utilize the following security, and I agree that such procedures, when utilized by you, shall constitute my electronic signature and sufficient authorization for the related transactions:
  - a. Account Statement Access -- I understand that I will not be able to access my statements electronically without first successfully signing in to your Online Banking system with my valid Sign-On ID and Password and that it is my responsibility to protect this information from unauthorized use.
  - b. If I forget my Sign-On ID or Password, I will call Call Center at 808.423.1391 or 808.432.4328 (Toll-free for Continental U.S. and Neighbor Islands only) for assistance.

C. Delivery of Disclosures:

1. You may elect to electronically deliver disclosures to me by making them available on your website and sending a notice to my e-mail address with a non-by passable link on your website for my immediate review.

**I agree to the foregoing terms and conditions.**