



ASB Hawaii Online Business Set-Up Form and Agreement

New Enrollment Change to Existing Profile

It may take as long as ten business days for this service to be established or changed.

BUSINESS INFORMATION

Full Legal Name of Business		Taxpayer Identification Number (TIN)	
Business Mailing Address		City	State Zip Code
Business Phone	Cell Phone	Email Address (All ASB notices will be sent to this email address and/or to the physical address on file)	

AUTHORIZED USER – Access is granted exclusively to the individual named below

Name of individual	Title
Business Phone	Business Email

AGREEMENT

BY AUTHORIZING ONLINE ACCESS, YOU UNDERSTAND THAT THE SERVICE PROVIDES THE USER WITH COMPLETE ACCESS TO ALL ASB ACCOUNTS WHICH ARE ASSOCIATED WITH THE BUSINESS’S EMPLOYEE IDENTIFICATION NUMBER REGARDLESS OF WHETHER OR NOT THE USER IS AUTHORIZED ON A PARTICULAR ACCOUNT.

The undersigned, on behalf of the Business, certifies that all the information provided is complete, true and correct. The undersigned represents and warrants that the Business has taken all steps necessary to grant authority to the undersigned to execute this Set-up Form and Agreement on behalf of the Business and the Business shall be bound by the terms of the attached Agreement.

The undersigned, on behalf of the Business, acknowledges that any person who obtains the Business’s ASB Hawaii Online username and password can access and withdraw funds from all of the Business’s accounts. The Business’s username and password shall not be shared. The Business assumes all risk and liabilities associated with the use of ASB Hawaii Online.

Required Signors: This form must be signed as follows: **Sole Proprietorship** – Owner; **Partnership** – Any general partner; **Corporation** – Any two officers; **Limited Liability Company** – Any manager; **Unincorporated Organization** – All officers; **Trustee under Trust agreement** – Majority of trustees.

AUTHORIZED SIGNATURES

Print Name	Signature	Title	Date
Print Name	Signature	Title	Date
Print Name	Signature	Title	Date
Print Name	Signature	Title	Date

Please **PRINT, SIGN** and **Mail this form to American Savings Bank**
 Customer Banking Center, American Savings Bank, P.O. Box 2300, Honolulu, HI 96804-2300
Or DROP OFF this set-up form to your nearest American Savings Bank branch.

If you have any questions, please call **808-627-6900 (Oahu); 800-272-2566 (Neighbor Islands & Mainland).**

FOR BANK USE ONLY

Date Received By ASB	Received By	CIF	Authorized Signor Confirmed By	Date Enrolled
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ASB Hawaii Online & Mobile Business Agreement

This ASB Hawaii Online and Mobile Business Set-Up Form and Agreement (this "Agreement") is entered into between American Savings Bank ("ASB") and the Business identified in the Set-Up Form (the "Company"). The terms and conditions for the Company's use of ASB Hawaii Online and ASB Hawaii Mobile (the "Service") are set forth in this Agreement. The Service includes online access to account balances, e-statements, internal transfers and Bill Pay services, mobile access to account balances, internal transfers, bill pay services, and mobile check deposit and is further described in the Terms of Service, attached hereto and made a part of this Agreement.

Other agreements you have entered into with us, including the Business Deposit Account Rules, Business Deposit Account Disclosures and Fees, loan agreements, and other agreements and disclosures governing your ASB account(s) and service, are incorporated by reference and made a part of this Agreement. If there is a conflict between any of these documents, this Agreement shall control with regard to the Service. Please read this Agreement carefully.

- 1. Access to Information.** ASB will provide a temporary username and password to one authorized user of the Company (the "User") for access to the Service. ASB will provide the User with online and mobile access to all ASB accounts which are associated with the Company's Tax Identification Number (the "Accounts"), regardless of whether or not the User is authorized on a particular account.
- 2. Security Measures and Operating Procedures.** The Company recognizes that the Service is operated by a third party and agrees to comply with such procedures and requirements as may be established from time to time by the operator of the Service or by ASB. The Company shall not disclose any proprietary information regarding the Service to any third party, and shall comply with such security measures and recognition procedures as may be established from time to time by ASB or by the operator of the Service. The Company authorizes ASB to act upon ALL communications ASB receives through the Service (for example, but not limited to, the transfer of funds between accounts or loan advances). The Company agrees not to give or make available the username or password or other means to access the Accounts via the Service to anyone other than the User. If the Company permits persons other than the User to use the Service or the password or other means to access the Accounts, the Company is responsible for any transactions that occur. The Company shall notify ASB immediately, by telephone and in writing, if the Company knows or believes that the username or password for the Service is known to an unauthorized person or that an unauthorized person accessed the Service and Accounts. Telephone notice shall be given by calling (808) 627-6900 or 1-800-272-2566 from 8:00 a.m. to 7:00 p.m. (HST), Monday through Friday, and from 9:00 a.m. to 3:00 p.m. (HST) on Saturday, Sunday and Holidays. ASB shall not be liable for any unauthorized payment or transfer made using the username and/or password that occurs before the Company notifies ASB of possible unauthorized use and before ASB has had a reasonable opportunity to act on that notice. By using the Service, the Company acknowledges and agrees that this Agreement sets forth security procedures for online and mobile banking transactions which are commercially reasonable.
- 3. Authorization.** The Company represents and warrants that all transactions hereunder shall be properly authorized prior to being made by the User and ASB shall have no obligation to verify, by telephone or by any other means, any transaction request.
- 4. Limitation of Warranties.** ASB disclaims and makes no representations or warranties, express or implied, including warranties of merchantability and fitness for a particular use or purpose with regard to the Service.
- 5. Limitation of Liability.** ASB's duties and responsibilities are limited to those described in this Agreement. ASB shall not be liable for loss, damage or expense resulting from any delay in the performance of or failure to perform or adequately perform any of its responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe; electrical or computer failure; act of failures by the Company or by third parties (including the operator of the Service); or any other cause beyond ASB's reasonable control. In no event will ASB be liable for any special, indirect, exemplary or consequential damages, including but not limited to lost profits. ASB shall not be responsible for the acts or omissions of any funds transfer system, any Federal Reserve Bank, any intermediary or beneficiary's bank, or any recipient of a payment or a payment order intended to carry out a funds transfer request and no such person or entity shall be deemed to be ASB's agent.
- 6. Indemnification.** The Company agrees to indemnify, defend and hold ASB, its employees, agents, officers, directors and the Service provider harmless from and against all liability, costs and expenses, including attorneys' fees incurred by ASB connected with this Agreement or the performance of its duties hereunder. The provisions of this Section shall survive termination of this Agreement.
- 7. Fees and Charges.** The Company agrees to pay ASB for any fees that may be charged for a particular service. The Company authorizes ASB to charge the Accounts, or any other deposit account maintained by the Company, for such fees and charges. ASB reserves the right to change fees and charges at any time without prior written notice to the Company.
- 8. Amendment.** ASB may amend this Agreement anytime without prior written notice to the Company.
- 9. Terminate or Block Access.** Either party to this Agreement may terminate this Agreement anytime without prior written notice to the other party. ASB reserves the right, in its sole discretion, to block Accounts or the Company's access to the Service, refuse enrollment, or terminate the Company's use of the Service for any reason at any time. ASB will attempt to provide notice to the Company in advance, but is not required to provide such notice. Any termination applies to the Service and does not terminate the Company's Accounts. Without limiting the foregoing, ASB may cancel the Company's access to the Service if the Company fails to access the Accounts for 90 or more consecutive days.
- 10. Electronic Disclosures.** By enrolling in the Service, the Company agrees to receive information electronically by e-mail, or secure bank mail message. Documents that the Company agrees to receive electronically include, but are not limited to: disclosures required by law and notices about the Company's deposit and loan accounts, ASB Hawaii Online, ASB Hawaii Mobile or Bill Pay. If the Company does not agree to

receive information, disclosures, and notices from ASB electronically, ASB may terminate this Agreement and the Company's use of the Service.

11. **E-Statements.** If the Company elects to receive E-Statements, then the Company agrees:
 - a. That the Company is authorized to enroll the Account and the Company's use of the E-statement service will not violate any local, state, national or international laws or regulations.
 - b. To receive the designated Account statements by electronic delivery and in electronic form.
 - c. That the Company is able to access, print, and/or save all of the information provided in electronic form.
 - d. That this consent shall be effective as long as the Company uses the E-Statement service for the Accounts.
 - e. The Company is responsible for accessing, opening, and reading any accompanying legal notices/disclosures in a timely manner and notifying ASB if any documents are incomplete, unreadable, inaccessible, or contain errors.
12. **Terms and Conditions.** The Company confirms its agreement with the Terms and Conditions, including, without limitation, those describing the Bill Pay feature of the Service.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Hawaii.
14. **Third Party.** No person or entity not a party to this Agreement shall have any rights or interests in or to this Agreement.
15. **Assignment.** This Agreement may not be assigned by the Company without the prior written consent of ASB.
16. **Binding Effect.** This Agreement shall be binding upon and for the benefit of the Company, ASB and any permitted assigns.
17. **Business Use.** The Company agrees and understands that this service is not for personal, family, or household use.
18. **Waiver.** ASB shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by ASB. No delay or omission by ASB in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver of ASB's rights on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
19. **Arbitration and Attorneys' Fees.** If there is any dispute relating to the Service and if the dispute cannot be settled through direct discussions, either Company or ASB may demand that any unresolved controversy or claim arising from or relating to the Service shall be settled through arbitration according to Hawaii Revised Statutes Chapter 658A. In addition, Company and ASB agree that each may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party shall choose one (1) arbitrator. Arbitrators must be members of the Hawaii State Bar Association. If there is an even number of arbitrators, the chosen arbitrators shall choose an additional arbitrator. A decision of a majority of the arbitrators shall be binding and judgment on the award decided by them may be entered in any court having jurisdiction thereof. The site of arbitration shall be in the State of Hawaii. If any part of the dispute is for any reason not subject to arbitration, all remaining parts of the dispute shall nonetheless remain subject to arbitration. Unless both Company and ASB agree otherwise in writing, the arbitrator may not consolidate any other claims of third parties with Company's claim and may not otherwise preside over any form of a representative or class proceeding with respect to Company's claim. If a legal action or arbitration proceeding is commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing party shall be entitled to attorneys' fees actually incurred (including allocated costs for in-house legal services), costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court or arbitrator.

The Company and the undersigned represent and warrant that by signing below, they have all requisite authority to sign this Agreement on behalf of the Company and agree to be bound by its terms. The Company understands that the User can access all Accounts associated with the Company's TIN, even if the User is not an authorized signer on a particular account. The Company assumes all risks and liabilities associated with the disclosure of the user name and password to any of its other employees, agents or other third parties.

TERMS OF SERVICE

For purposes of this Terms of Service, American Savings Bank shall be referred to as “ASB,” “We,” “Us” or “Our” and the Company shall be referred to as “You” and “Your.”

SYSTEM REQUIREMENTS

ASB recommends the use of the latest commercially accepted, available browser versions offered. The following browsers are currently supported.

PC Users

- Windows Vista – IE 8.0, FireFox ?

Mac Users

- Mac Users OSX 10.5 – Safari 5.0

JavaScript is required. Cookies are required. You are solely responsible for the service, software, and equipment you use to access ASB Hawaii Online and ASB Hawaii Mobile. You agree that we are not responsible or liable for any damages to your equipment or software resulting from viruses, worms, or Trojan horses. The cost of Service does not include the cost of Internet access. ASB is not responsible for any damage incurred by You, if You, cannot reach the Service website because of problems with Your internet service provider. ASB shall be entitled to act upon communications received by ASB through the use of the Service. Consequently, it is very important that You take appropriate protective measures regarding the security and confidentiality of the User ID and Password that are used for the system and are in compliance with Item #3 of the ASB Hawaii Online and Mobile Business Banking Service Agreement.

CUSTOMER SERVICE/REPORTING UNAUTHORIZED TRANSACTIONS

We do not check our e-mail or secure messaging system constantly. We may not read your message until the next business day. You should NOT use secure mail or e-mail if you need to contact us immediately. If you need to report an unauthorized transaction, or for Technical Customer Support, call 808-627-6900 (Oahu) or 800-272-2566 (Neighbor Islands or Mainland), Monday through Friday, from 8:00 A.M. to 7:00 P.M (HST), and from 9:00 a.m. to 3:00 p.m. (HST) on Saturday, Sunday and Holidays. Business days are Monday through Friday except for Federal holidays. In the United States, Federal holidays are generally those ten (10) holidays observed by the Federal Reserve Bank. Transactions initiated on Saturday, Sunday, or any Federal holiday will be processed by ASB on the next business day.

FUNDS TRANSFERS

The following provisions shall be applicable to funds transfers (Internal Business Account Transfers, Loan Payments, Loan Advances):

- Any funds transfer received by ASB after the applicable cutoff deadline may be treated as received by ASB on its next business day.
- ASB may reject any funds transfer request that does not conform in form and substance with the requirement of this Agreement or related materials.
- You shall have no right to cancel or amend a funds transfer request after its receipt by ASB through the Service.

ALERTS MESSAGING

The Service offers an option that delivers American Savings Bank Alerts within ASB Hawaii Online. However, should you also choose to receive email alerts to a primary external email address, ASB cannot guarantee email deliverability in a timely manner. Should, at any point, you wish to no longer receive email alerts at your external email address you may utilize the “Self-Service” tab on ASB Hawaii Online to unsubscribe.

FEES AND CHARGES

Any fees and charges are subject to change without prior notification by Us. Any monthly maintenance fees will not be refunded for any month when there is no activity. Any charges will be deducted from the primary checking account. These fees and charges are in addition to the fees and service charges specified in Your applicable Checking, Savings, Money Market and Loan account Agreements.

A. Bill Pay:

Bill Pay charges vary by account type.

ASB Checking Account	Service Fee	Fast Pay ¹
Kalo Simple	\$5.00/month	\$10.00/payment
Kalo Plus	FREE	\$10.00/payment
Kalo Deluxe	FREE	\$10.00/payment
Biz Simple	\$5.00/month	\$10.00/payment
Biz Plus	FREE	\$10.00/payment
Biz Deluxe	FREE	\$10.00/payment
All Other Checking Accounts	\$5.00/month	\$10.00/payment
¹ The bill pay option to make same-day electronic payments to eligible billers.		

You will not be charged for the initial month that you enrolled in bill pay service. You will not be charged for a cycle if you end the bill pay service before 5:00 pm HST on the last day of the month prior to the end of the current billing cycle. If you have multiple checking

accounts, you will only be charged for one account and the fee will be based on the account that is designated as the billing account. Fees will be debited from your ASB checking account at statement cycle.

UPDATING YOUR E-MAIL ADDRESS

You are responsible for ensuring we have a valid and active e-mail address for you. To change your ASB Hawaii Online e-mail address, sign in to the Service, click the "Self Service" tab, click the "Change E-Mail Address" link, and follow the on-screen instructions.

ESTATEMENTS

E-Statements will be provided in Portable Document Format (PDF) and requires Adobe Acrobat Reader (free to download). E-Statements will be available at the same frequency (cycle) as the statements that were previously mailed. We will use the e-mail address you have provided to notify you when your E Statement is available. If you select E-Statements you will NOT receive a paper or CD ROM statement by postal mail. You will receive only E-Statements. Any applicable fees related to paper or CD-ROM statements will be discontinued effective with the statement cycle following enrollment. Only one E-Statement per account is provided. You will be assessed the standard service fees for this request.

PREAUTHORIZED PAYMENTS - RIGHT AND PROCEDURE TO MAKE A STOP PAYMENT

If you have told us in advance to make regular payments out of your Account, you may attempt to stop any of these payments. Here's how:

- Call us at 627-6900 (Oahu) or 800-272-2566 (Neighbor Islands and Mainland) from 8:00 a.m. to 7:00 p.m. (HST), Monday through Friday, and from 9:00 a.m. to 3:00 p.m. (HST) on Saturday, Sunday and Holidays
- Or visit any of our branches
- Or write to us at:
American Savings Bank
P.O. Box 2300
Honolulu, Hawaii 96804-2300
Attention: Customer Banking Center

Please refer to your Business Deposit Account Rules for information on when and how to request that such a payment be stopped. We will charge you the stop payment fee disclosed in the separate Business Deposit Account Disclosures and Fees for each stop payment order you give.

BILL PAY. The following applies to the Bill Pay service.

Bill Pay Service Definitions

- A. **"Biller"**: the person or entity to which you wish a bill payment to be directed or the person or entity from which you receive electronic bills, as applicable.
- B. **"Billing Account"**: the checking account from which all Bill Pay Service fees will be automatically debited.
- C. **"Due Date"**: the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- D. **"Electronic Bill"**: the electronic statement from your Biller showing your billing information, such as, for example, the amount due and the payment due date.
- E. **"Fast Pay"**: the bill pay option to make same-day electronic payments to eligible billers. If a biller is eligible to receive same-day payments, you will be able to select today's date in the 'pay date' calendar. Payment must be made to a same-day (Fast Pay) capable biller by 4 p.m. HST. A Fast Pay per payment fee applies to these same-day payments.
- F. **"Payment Account"**: the checking account from which bill payments will be debited.
- G. **"Payment Instruction"**: the information you provide using the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- H. **"Scheduled Payment"**: a payment that has been scheduled through Bill Pay for which processing has not started.
- I. **"Scheduled Payment Date"**: the day you want your Biller to receive your bill payment. If the Scheduled Payment Date is not a Business Day, the Scheduled Payment Date will be the previous Business Day.

Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be shown in the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date that is before the earliest possible Scheduled Payment Date shown for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date shown on your Biller statement unless the Due Date does not fall on a Business Day. If the actual Due Date is not a Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be before any late date or grace period.

Unregistering from the Bill Pay Service

You may stop the bill pay service by contacting us at 808-627-6900 (Oahu) or 800-272-2566 (Neighbor Islands or Mainland), or send us a message via ASB Hawaii Online by signing into ASB Hawaii Online, select the "Message" tab and then select the "Send Us a Message" function or write to us at:

American Savings Bank
Attention: Customer Banking Center
P.O. Box 2300
Honolulu, HI 96804-2300

Payment Authorization and Payment Remittance

You represent and warrant that you are (i) authorized to perform transactions on the Account and (ii) that you agree to all of these terms and conditions. By entering names and account information of Billers to whom you wish to direct payments in Bill Pay, you authorize us to follow the

Payment Instructions received through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats according to Biller instructions.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds to the specified Biller on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date you designated. You also authorize us to credit your Payment Account for payments returned to us or payments remitted to you on behalf of another authorized user of Bill Pay. Our Service Provider will use its best efforts to make all your payments properly. However, we shall incur no liability and any Service Guarantee that may be applicable to the Service shall be void if we are unable to complete any payments you initiated because, among other things, of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction, the payment is in the amount of over \$250,000 or the transaction would exceed the credit limit of your overdraft protection line of credit or the available balance in your linked savings account;
2. The payment processing center is not working properly and you know or have been advised about the malfunction before you made the transaction;
3. You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper completion of the transaction and we have taken reasonable precautions to avoid those circumstances.

Payment Methods

Our Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment (i.e., an electronic debit to your Payment Account and a check is remitted to the Biller), or a check payment (funds remitted to the Biller are subtracted from your Payment Account when the check is presented to ASB for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions in Bill Pay. There is no charge for canceling or editing a Scheduled Payment when the option is available in Bill Pay, 3 to 5 Business Days before the Scheduled Payment Date. If we have begun processing a payment, you may contact us and we will attempt to stop the payment. If we cancel or stop a payment for you, we will charge you the stop payment fee listed in the separate fee schedule for your Payment Account.

Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you want to stop any payment that has already been processed, you must contact us. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing. The charge for each stop payment request will be the current charge for such service as shown in the separate fee schedule for your Payment Account.

Prohibited Payments

Payments to Billers (i) outside of the United States or its territories, (ii) that are on the Specially Designated Nationals list or Foreign Sanction Evaders lists of the Office of Foreign Assets Control, or (iii) that violate the Unlawful Internet Gambling Act of 2006, or other laws, are prohibited through Bill Pay.

Exception Payments

Tax payments and court ordered payments may be scheduled through Bill Pay, however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. Any Service Guarantee that may be applicable to the Service, as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed using Bill Pay. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility and not ours.

Bill Delivery and Presentment

This feature is only for the presentment of Electronic Bills and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of Bill Pay's Electronic Bill options, you also agree to the following:

- Information provided to the Biller – We are unable to update or change your information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. You must make any necessary changes by contacting the Biller directly. Additionally, it is your responsibility to maintain all user names and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We or our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the Electronic Bill for that Biller, so that the Biller may inform you about service and/or bill information.
- Activation – Upon activation of the Electronic Bill feature, our Service Provider may notify the Biller of your request to receive Electronic Billing information. The presentment of your first Electronic Bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your Electronic Bill feature is being activated, it is your responsibility to keep your accounts current. Each Electronic Biller reserves the right to accept or deny your request to receive Electronic Bills.
- Authorization to obtain bill data - Your activation of the Electronic Bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

- Notification – We will use commercially reasonable efforts to present all of your Electronic Bills promptly. In addition to notification within Bill Pay, we may send an e-mail notification to your e-mail address on record with us for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to ASB Hawaii Online Bill Pay and check on the delivery of new Electronic Bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- Cancellation of Electronic Bill notification – The electronic Biller reserves the right to cancel the presentation of Electronic Bills at any time. You may cancel Electronic Bill presentation at any time. The timeframe for cancellation of your Electronic Bill presentation may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) about the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any Electronic Bills that are already in process at the time of cancellation.
- Non-delivery of Electronic Bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- Accuracy and dispute of Electronic Bill – We are not responsible for the accuracy of your Electronic Bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your Electronic Bill summary or detail must be addressed with the Biller directly.
- This Agreement does not change your liability or obligations that currently exist between you and your Billers.

Service Fees and Additional Charges

You agree to pay such charges and authorize us to deduct them from your designated Payment Account. Any fees associated with your accounts also apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions

In using Bill Pay, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from our Service Provider. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned to us;
2. For any amount not reimbursed to our Service Provider within fifteen (15) calendar days of the initial notification, you will pay a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower.
3. You will reimburse our Service Provider for any fees it imposes as a result of the return, including fees it incurs in attempting to collect the amount of the returned payment from you.
4. Our Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Alterations and Amendments

This Agreement, applicable fees and service charges may be changed from time to time. Any use of Bill Pay after any change will mean you agree to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may make all previous versions obsolete. Consequently, we reserve the right to terminate all previous versions of this Agreement and applications, services, and/or related material and limit access to only the most recent revisions and updates. In addition, as part of the use of the Service, you agreed to receive all legally required notifications by electronic delivery.

Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, phone numbers and email addresses. Changes to your contact information or your Payment Account can be made by contacting us. Change your Payment Account by following the procedures outlined in Bill Pay's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. We are not responsible for any payment processing errors or fees you incur if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel Bill Pay, you must contact us. Any payment(s) that were already processed before the requested cancellation date will be completed. All Scheduled Payments including recurring payments will not be processed once Bill Pay is cancelled. We may terminate or suspend Bill Pay service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller you designated. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments

In using Bill Pay, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller's account number is not valid; Biller is unable to locate your account; or your Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from our Service Provider.

Information Authorization

Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that our Service Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that our Service Provider reserves the right to obtain financial information regarding your account from a Biller or ASB (for example, to resolve payment posting problems or for verification).

ASB HAWAII MOBILE

ASB Hawaii Mobile Equipment Requirements

Our Mobile Apps and Mobile Web modes have been designed to run on an operating system that meets the following minimum requirements:

- Android – 2.2, 2.3, 4.0 or higher
- iPhone – iOS 5.1.1 and above
- iPad – iOS 6.0.1 or higher

Mobile Text Banking requires a text enabled mobile phone.

ASB Hawaii Mobile Eligibility

To use ASB Hawaii Mobile, you must meet the following eligibility requirements. You must be:

- A current ASB Hawaii Online customer.
- An individual resident of the United States who can form legally binding contracts under applicable law. ASB Hawaii Mobile is not offered to minors.

By using ASB Hawaii Mobile, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Protect Your Personal Information

It is your responsibility to take all possible measures to protect access to your personal information via your mobile phone and/or tablet. We recommend that you password-protect your device, use anti-virus/theft protection software, and ensure that you are using the most current version of your device operating system, browser, and ASB Hawaii Mobile applications. We also recommend that you do not leave your device unattended when you are logged in to ASB Hawaii Mobile and to immediately log off from the service when you have completed your session.

To use ASB Hawaii Mobile, your personal information must be transmitted over your mobile service provider's network. We do not control the security of those networks and cannot ensure the security of your information during the transmission. Once ASB receives your transmission, our security policies will apply.

Reporting a Lost or Stolen Mobile Device

If you are registered to use text banking and your mobile device is lost or stolen, you should disable your phone through ASB Hawaii Online's mobile tab or contact us immediately and we can disable the mobile telephone number assigned to the lost or stolen mobile phone to prevent it from accessing your accounts. You should also contact your mobile service provider immediately to stop all wireless services for the lost or stolen mobile phone.

ASB Hawaii Mobile Functionality

With ASB Hawaii Mobile, the following services are available:

- ASB Hawaii Mobile Text allows you to view your checking, savings, loan and CD account balances; view recent account activity; transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments); cancel a one-time future-dated transfer; and receive alerts.
- ASB Hawaii Mobile Web allows you to view your checking, savings, loan and CD account balances; view recent account activity; transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments); cancel a one-time future-dated transfer; receive alerts; schedule payments from your checking account to payees you have already set up through ASB Hawaii Online; view or cancel scheduled bill payments; and locate ASB branches and ATMs.
- ASB Hawaii Mobile App allows you to view your checking, savings, loan and CD account balances; view recent account activity; transfer funds between your eligible ASB accounts now or in the future (transfers to loans will be treated as payments); cancel a one-time future-dated transfer; receive alerts; schedule payments from your checking account to payees you have already set up through ASB Hawaii Online; view or cancel scheduled bill payments; locate ASB branches and ATMs using the GPS functionality of your smartphone and/or tablet; and make check deposits to your checking or savings account using the camera on your mobile phone and/or tablet using ASB Hawaii Mobile Deposit. Android users must enable Google Locations on their mobile and/or tablet to use the branch and ATM locator feature.

You **cannot do** the following using ASB Hawaii Mobile:

- Cancel an entire series of transfers. You must cancel the series using ASB Hawaii Online.
- Add bill payment payees. Your bill payment payees must be managed through ASB Hawaii Online.
- Make a principal-only payment/transfer to a loan. Use the payment function in ASB Hawaii Online to make a principal-only payment.

Transfers

The terms and conditions related to transfers discussed for ASB Hawaii Online in this Agreement also apply to transfers made using ASB Hawaii Mobile.

Bill Pay

When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date shown on your Biller statement unless the Due Date does not fall on a Business Day. If the actual Due Date is not a Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be before any late date or grace period. ASB Hawaii Mobile will not identify the earliest possible Payment Date.

Other terms and conditions related to Bill Pay (see Paragraph 15) apply to bill payments made using ASB Hawaii Mobile.

ASB Hawaii Mobile Deposit

ASB Hawaii Mobile Deposit allows you to make deposits to your checking, savings, or money market savings accounts by taking a picture of your check using the ASB Hawaii Mobile App and sending it to us for deposit into your ASB account.

We reserve the right to impose any eligibility requirements on the use of ASB Hawaii Mobile Deposit at any time.

Eligible Deposit Items When using ASB Hawaii Mobile Deposit, you agree to deposit only personal, business, cashier's, travelers and US government checks, and US money orders that are payable to you and are drawn on a US financial institution.

You also agree that you will not deposit the following:

- "Substitute checks" and checks that are not printed with the maker's information. A "substitute check" is a representation of the front and back of a check that includes the following on the front of the document: "This is a legal copy of your check. You can use it the same way you would use the original check";
- Checks that are not payable to you;
- Checks that contain any alterations;
- Checks that are fraudulent;
- Checks that have already been deposited;
- Checks that are not payable in United States currency or not drawn on a US financial institution;
- Checks that are dated more than 6 months before the deposit date (stale dated);
- Checks that are dated after the deposit date (post-dated); and
- Checks that are drawn on the account into which the check is being deposited.

You agree that you will:

- Deposit only eligible checks, as described above.
- Not transmit the same check more than once and you will not deposit or otherwise negotiate the original check.

Availability of Funds

If you deposit a check using ASB Hawaii Mobile Deposit before 6:00 p.m. HST on a business day, the amount of the check or \$200 (whichever is less) will be made immediately available for you to use. The remainder of your deposit may be available as early as the business day following the business day of your deposit. Your deposit is subject to verification, and we may not make the funds available for you to use until we complete our verification. If we cannot verify your check, we will reverse the deposit from your account. We will notify you by postal service mail if we decide to delay your use of the deposited funds or decide not to accept your check for deposit. Before using funds that you deposit through ASB Hawaii Mobile Deposit, you should confirm that your deposit has been credited to your account or is available for you to use by reviewing your account. Once you confirm that your deposit has been processed, you should write "Void" or "Electronically Deposited" on your check. You may not deposit this check again anywhere.

Deposit Limits

Deposit limits vary for each customer. We reserve the right to impose limits on the amount and number of deposits you can make using ASB Hawaii Mobile Deposit. We also reserve the right to modify those limits at our discretion without notifying you of the change. For more information about your specific limits, please contact us at 808-627-6900 (Oahu) or 1-800-272-2566 (Neighbor Islands or Mainland).

Reporting Errors

You agree to notify ASB of any suspected errors regarding items deposited using ASB Hawaii Mobile Deposit no later than 60 days after the applicable ASB account statement is sent to you to minimize your liability for errors.