



NEW ACCOUNT DISCLOSURES

Privacy Policy

Hotel & Travel Industry Federal Credit Union is member owned and run by board of directors you elect. You can be confident that your financial privacy is top priority. We are required by law to give you this privacy notice to explain how we collect, use and safeguard your personal information.

We are committed to providing you with competitive products and services to meet your financial needs, which necessitates that we share information about you to complete your transactions and to provide you with certain financial opportunities. In order to do so, we have entered into agreements with other companies that provide services for us or additional financial products for you to consider.

Under these arrangements, we may disclose all of the information we collect, as described below, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements. To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell the information we provide to third parties

Information we collect and disclose about you:

- We collect the following nonpublic personal information about you from variety of sources and may disclose all the information we collect to companies that perform marketing services on our behalf or to other financial institutions with whom we have marketing agreements
- From membership and loan applications and other forms, we obtain information such as name, address, social security number and income
- From your transactions with us or other companies that work closely with us to provide financial products and services, we obtain information such as your account balances, payment history, parties to transactions and credit card usage
- From consumer reporting agencies, we obtain information such as your creditworthiness and credit history
- From verifications of information you provide on applications and other forms, we obtain information from current or past employers, other financial institutions, and other sources listed on the applications
- We may also disclose information we collect about you under the circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our credit union, follow instructions you authorize, or protect the security of our financial records

How we protect your information:

- We restrict access to nonpublic personal information about you to those employees who have specific business purpose in utilizing your data.
- Our employees are trained in the importance of maintaining confidentiality and member privacy
- We maintain physical, electronic and procedural safeguards that comply with federal regulations and leading industry practices to safeguard your nonpublic personal information.

Membership and Account Agreement

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by the Hotel and Travel Industry Federal Credit Union. As used in this brochure, the words "we", "our", and "us" mean the credit union and the words "you" and "your" mean the owner(s) of this account and any "agent" appointed by or on behalf of the owner(s) to sign on the account in a representative capacity. This Agreement is subject to applicable federal laws and the laws of the State of Hawaii.

The purpose of this disclosure is to:

1. Summarize the existing rules applicable to the more common transactions;
2. Establish rules to govern transactions or events which the law regulates; and
3. Establish rules for certain events or transactions, which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, and will notify you in writing of these variations.

1. **Membership Eligibility.** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain one share as required by the Credit Union's Bylaws. You authorize us to check your application, account, credit, and employment history and obtain reports from third parties, including credit-reporting agencies, to verify your eligibility for the accounts and services you request.
2. **Ownership of Account and Beneficiary Designation.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some form of ownership on any or all of our accounts.
 - a. **Individual Account** – is owned by one member (individual). Only this individual / owner can make withdrawals, obtain loans and pledge funds on the account. In the event of death of the owner, the funds are payable to the decedent'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.
 - b. **Joint Account** – is owned by two or more persons. If two or more of you create such an account, you own the account jointly with rights of survivorship. Each of you intends that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenancy by entirety with rights of survivorship. The Credit Union must be notified of the death of any of the owners on the account. 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.

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 of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer or pledge to us all or any part of the shares 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 to act.

For accounts held jointly, the primary owner / member (first named person) of this account must be a member of the credit union. The joint account holder is considered a member if they meet the qualifications of a member by establishing an account as a primary owner and have one share as required by the Credit Union's Bylaws. Non-members are only entitled to deposit and withdraw from the account. A non-member is defined as a joint owner of a credit union account, or a member without the minimum of one share in the Member Regular Share. Joint account owners, who are not members, are not entitled to the benefits of voting, obtaining loans, holding office, and will have limited privileges.

If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the return item, overdraft, or unpaid amount and any 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 an owner or all funds in the joint party account regardless of who contributed the funds.

- c. **POD/Trust Account Designations** – A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, payable to any names and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary /payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.
 - d. **Uniform Transfers/Gifts to Minors Account** – A uniform Transfer/Gift to Minors Account (UTTMA/UGMA) 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 entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. 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 withdrawal.
 - e. **Accounts for Minors** – For any account established by or for a minor, the Credit Union reserves the right to require the minor account to be a joint account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her age. Unless a guardian or parent is an account owner, the guardian or parent shall not have the right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any account owner. The Credit Union shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.
 - f. **Corporate and Organizational Accounts** – These accounts will be considered as "Associate Members" with limited benefits. We require a separate authorization form designating the person(s) permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a corporation or other organization. These individuals must be members of the credit union. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.
3. **Opening Your Account.**
- a. In order to open your account and join the Credit Union, you must be within the field of membership and be able to provide us with a valid identification with your picture on it and an issued Social Security Number.
 - b. Upon signing the Membership Agreement Card, each signer or agent agrees to the terms and conditions and the schedule of charges that we may impose. You authorize us to deduct these charges as accrued directly from your account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. All account holders also agree to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or any other individual authorized to withdraw from the account and our cost to collect the deficit including, to the extent permitted by law, reasonable attorneys' fees. You also agree, that at our option, we may suspend your membership rights if you violate the terms of this agreement.
4. **Terms and Conditions.**
- a. You must maintain the \$25 in the "Daily Shares" (share type 00) to be eligible to participate in the various programs and services offered by the credit union.
 - b. Statements will be mailed to the owner(s) showing all activity on the account for that period to the address shown on the account. You are responsible for examining each statement and reporting any irregularities to us immediately, within 30 days after you receive the statement.
 - c. If you have not made any transactions on your account for two (2) years, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fee, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. The State of Hawaii, Abandoned Property Act requires the credit union to report and remit the funds in the account if we have continued inactivity on your account for 5 or more years or lack of contact by you to the credit union. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency
 - d. You must keep the Credit Union informed of your current address at all times. Failure to do so may result in a service charge in accordance with the Fee Schedule for Address Locator Services.
You may pledge all or any part of an eligible share account as collateral for a loan or loans, except shares of an Individual Retirement Account (IRA) or of a Simplified Employee Pension Account (SEP), or other account types as indicated in their applicable disclosure, keeping in mind that only Members may obtain a loan.
 - a. If there is more than one (1) owner on an account, we will accept any signature for transactions on the account. Unless notified in writing, only one (1) signature is required to complete the transaction.
 - b. **Backup Withholding** – The credit union may impose backup withholding on your account if;
 - i. Certification as to the Taxpayers Identification number has not been provided to the credit union within 60 days of the date of opening;

- ii. When notified by the Internal Revenue Service to do so. The funds will be withheld from the dividends paid and sent to the Internal Revenue Service.
- c. **Deposits** - Any items, other than cash, accepted for deposit will be given provisional credit until collection is final. We are not responsible for transactions initiated by mail or outside depository until we actually record them. Refer to the Funds Availability disclosure provided to you with this agreement for more information.
- i. **Endorsements** – You authorize the Credit Union, in its discretion to 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, any one or more owners on the account, whether or not they are endorsed by all payees. If insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the Credit Union will require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1½-inches from the top edge. The Credit Union may or may not accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.
 - ii. **Collection of Items** – The Credit Union shall not be responsible for deposits made by mail or at an un-staffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.
 - iii. **Final Payment**. All items or Automated Clearing House (ACH) transfers 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 or ACH transfers and impose a return item charge 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 funds transfer.
- d. **Transaction Limitations**
- i. **Withdrawals** – Withdrawals will first be made from collected funds and we may, unless prohibited by law, refuse any withdrawal request, which is attempted by any method not specifically permitted. From time to time we may allow you to withdraw funds under the required minimum balance. If we choose to do so, we are not under any obligation to continuously oblige this request. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty.
 - ii. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example (1) 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 obligations to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.
 - iii. **Transfer Limitations**. For Daily Share accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any agreement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.
 - iv. **Termination of Membership**. You may terminate your membership with the credit union by providing us with notice, in person or in writing. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. Refer to the Truth-in-Savings Disclosure for By-law Requirements regarding membership.
 - v. **Account Rates and Fees**. We pay account dividends and assess fees against your account as set forth in the Rate and Fee Schedules. We may change the Rate and Fee Schedules at any time and will notify you as required by law.
- 5) **Notices**.
All notices from us will be effective when we have mailed them or delivered them to the last known address indicated on our records. In the case of joint accounts, notice to or from one account holder will be effective for all the account holders. Notices from you will generally be effective once we receive them at the appropriate telephone number or address specified in this agreement.
- 6) **Automatic Teller Machine (ATM)**.
Access is provided through ATMs displaying the following logo: Cirrus, Mastercard, Maestro, Co-Op, Jeanie, as well as all American Savings Bank locations. Transactions are limited to withdrawals, balance inquiries, and transfers to a credit union Share Draft account, if you have one. A fee per transaction may be charged; refer to the Fee and Charge Schedule.
- 7) **Audio Response System (ARS)**.
Access is provided through a touch-tone telephone. The service is available 24 hours a day, 7 days a week. Transactions are limited to withdrawal by check, balance inquiries, and transfers within the credit union accounts. Refer to the Fee and Charge Schedule.
- 8.) **Electronic Funds Transfer (EFT)**.
Credits to a share account are allowed, if it is not restricted within the account type. Debits from a share account are restricted by the transaction limitation indicated in the respective Truth-in-Savings Disclosure. Refer to the Truth-in-Savings Disclosure and Electronic Funds Transfer Disclosure for more information.
- 9.) **National Credit Union Administration (NCUA) Share Insurance Fund**.
Member accounts in this credit union are federally insured by the National Credit Union Administration Share Insurance fund.
- 10.) **Indemnification of the Credit Union**.
You agree to be responsible for any amounts that we pay or incur as a result of any claim related to the Account. If you fail to promptly pay these amounts, the amounts may be deducted from your account, including reasonable attorney fees.



11.) Disclosure to Third Parties.

We will disclose information to third parties about your account or the transfers you make only:

- a. Where it is necessary for completing the transfer, or;
- b. To verify the existence and status of your account for a third party, such as a credit bureau or merchant, or;
- c. To comply with government agency or court orders, or;
- d. If you give written permission.

12.) Stop Payment.

A stop payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the date, amount of the item and the payee. We will honor a stop payment request by any person that has a right to withdraw from this account. Only the person who initiated the stop payment may make a release of the stop payment request.

13.) Change of Terms

Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

* A Non-member is defined as a joint owner of a credit union account, or a member without the minimum of one share in the Daily Shares

** An Associate Member is defined as Corporate and Organizational Accounts. Associate Members are entitled to credit union benefits, with the exception of Life Savings & Accidental Death and Dismemberment insurance, ATM & ARS access, and voting rights.

14.) 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 unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

**Truth-In-Savings Disclosure
Daily Shares**

Rate Information: The dividend rate will be determined at the end of each dividend period and paid from available earnings. The rate and yield may change and is determined and set by the Credit Union Board of Directors. As of September 30, 2003, the prospective dividend rates and annual percentage yields (APY) are set forth. A current rate schedule is provided with this disclosure. For current prospective dividend rates and APY, please call the credit union.

Dividend Period: The dividend period is quarterly and based on the calendar year (that is, from the first day of the quarter and ending on the last day of the quarter). The dividend declaration date is the last day of the dividend period. Dividends are paid on the last day of the dividend period and available on the first day of the following month.

Compounding and Crediting: Dividends are compounded quarterly and credited to this account quarterly. If the account is closed during the quarter, you will not receive the accrued dividends

Minimum Balance Requirements: There is no minimum balance to open or to maintain this account. You will have six (6) months from the date of opening your account to bring your balance up to \$25. During this six (6) month period the funds will be held in a Daily Share or Share Draft Account. Upon reaching the \$25 share par value, you are established as a member. The \$25 in your Daily Shares will be restricted throughout your membership with the credit union.

You must have the balance of \$25 in your Daily Shares account to remain a "Bona Fide Member" of the credit union. A Bona Fide Member qualifies for services and benefits of the credit union. During any period that your balance is less than \$25 you are considered a Non-Member*. A Non-Member* may not qualify for certain services of the credit union, or may be charged a fee for services. Refer to the Fee and Charge Schedule. Corporate / ORG Regular Share Accounts are considered "Associate Members"*** with limited benefits.

The minimum balance of \$25 must be maintained in this account to be able to open and maintain any other share type account or to use any other services of the credit union. The \$25 in your Daily Shares must be maintained throughout the activation of your membership and existence of a share account.

Dividend Computation Method: Dividends are calculated by the average daily balance method that is by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period, multiplied by a periodic daily rate times the number of days in the period. No dividends will be paid if membership is terminated before the end of the dividend period.

Transaction Limitations: There are no limitations on withdrawals made in person. During any month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitation set forth in any statement period, your account will be subject to closure by the credit union and a service fee may be charged as indicated on the Fee and Charge Schedule.

Collateral: This account may be used as collateral on a loan. The annual percentage rate (APR) on the loan will be determined and set by the Board of Directors and may change from time to time.

Common Features

Par Value of Shares: The par value of a share in the credit union is \$25 in the Daily Shares

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit cash or non-cash (e.g. checks) to your account.

Bylaw Requirement: A member who fails to complete payment of one share (\$25) within 6 months of his / her admission to membership, or within 6 months from the increase in the par value in shares, or a member who reduces his / her share balance below the par value of one share and does not increase the balance to the par value of one share within 10 business days of the reduction, may be terminated from membership at the end of the 10th business day. Shares may be transferred only from one member to another, by written instrument in such form as the credit union may prescribe. The credit union reserves the right, at any time, to require members to give, in writing, not more than 60-days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw any shareholdings below the amount of his / her primary or contingent liability to the credit union if he / she is delinquent as a borrower, or if borrowers from whom he / she is a co-maker, endorser or guarantor are delinquent, without the written approval of the credit committee or loan officer; except that shares issued in an irrevocable trust are not subject to restrictions upon withdrawal except as stated in the trust agreement.



Our right of Setoff: The Federal Credit Union Act grants the credit union a statutory lien on all present and future shares and deposits, as well as earnings on those shares and deposits. We may charge and deduct any fee or charge you owe on any type of your account from the balance in your account. Except to the extent prohibited by law, we may at any time and in our sole discretion, and without notice to you, set off against the full amount of the balance in your account, and deduct any debt, absolute or contingent, including VISA account, which all or any of you owe us. By applying for a membership account and signing the agreement form, each of you consents to our right of setoff. If this is a joint account, we may exercise this right of setoff to repay to us the debt of just one of you, even if the other account holder deposited all the funds in the account.

Indemnification of the Credit Union: You agree to be responsible for any amounts which we pay or incur as a result of any claim related to the Account. If you fail to promptly pay these amounts, the amounts may be deducted from your account, including reasonable attorney fees.

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

Fees and Charges: Fees and charges applicable to these and all accounts are provided on the Fee and Charge Schedule that was provided with this disclosure.

The credit union reserves the right to change the rates, terms and conditions to any of its share programs at any time.

* A Non-Member is defined as a joint owner of a credit union account, or a member without the minimum of one share in the Daily Shares Account.

**An Associate Member is defined as Corporate or Organizational Accounts. Associate Members are entitled to credit union benefits, with the exception of Life Savings & Accidental Death and Dismemberment insurance, ATM & ARS access, and voting rights.

Keiki Daily Shares

1. **MEMBERSHIP ELIGIBILITY.** To be eligible for membership in the Credit Union the minor must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share as required by the Credit Union's Bylaws. An adult may request to be on this account but must be related to the minor by blood or marriage, or must be an authorized "agent" appointed on behalf of the minor. You authorize us to check your application, credit and employment history to verify your eligibility for the accounts and services you request.
2. **OWNERSHIP OF ACCOUNT AND BENEFICIARY.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. For this Keiki Daily Share Account, the Credit Union reserves the right to require the account to be a joint account with a member who has reached the age of majority under state law. This adult shall be liable to the Credit Union for any fees, charges or losses on this account. The Credit Union may make payments of 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 the right to access the account. The Credit Union shall change the account status when the minor reaches the age of eighteen. At that time, the account will be converted to just the Daily Share Account. If it is a joint account, the minor will be designated as the primary holder and the adult as secondary owner.
 - a. **Joint Account with Survivorship** – Is owned by two or more persons. Each of you intends that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with rights of survivorship. The Credit Union must be notified of the death of any of the owners on the account.
 - b. **Trust Accounts** – If two or more of you create such an account, you own the account jointly with rights of survivorship. Beneficiaries acquire the right to withdraw only if: 1) all persons creating the account die, and 2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without the right of survivorship. Revocable Trust – the settlor must be a member in their own right according to the field of membership indicated in the Bylaws of the Credit Union. Irrevocable Trust – the settlor or beneficiary must be a member in their own right according to the field of membership indicated in the Bylaws of the Credit Union.
 - c. **HUTTMA** – Hawaii Uniform Transfers to Minors Account – This is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the gift is made is the owner and beneficiary of 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 entitled to make withdrawals from or close the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.
3. **OPENING YOUR ACCOUNT**
 - a. In order to open your account and / or join the Credit requested, must be within the field of membership and the adult must be able to provide us with photo identification.
 - b. Upon signing the Membership Agreement Card, each signer or agent agrees to the terms and conditions and the schedule of charges that we may impose. You authorize us to deduct these charges as accrued directly from your account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. If this is a joint account, the adult account holder agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or any other individual authorized to withdraw from the account, and our cost to collect the deficit including, to the extent permitted by law, reasonable attorneys' fees. You also agree, that at our option, we may suspend your membership rights if you violate the terms of this agreement.
4. **TERMS AND CONDITIONS**
 - a. Two accounts numbers will be assigned when establishing the Keiki Account. The first account will be an individual account under the Keiki's name only, and the second account will include the name of the adult.
 - b. You must maintain \$25 in the Daily Share Account (share type 00) to be eligible to participate in various share programs. This share type will be on the individual account for the purpose of establishing membership with the credit union, as indicated in the Bylaws of the Credit Union.
 - c. Statements will be mailed to the owner(s) showing all activity on the account(s) for the period to the address shown on the account(s).
 - d. If there is no activity on your account for two (2) years, we may impose a service charge in accordance with the Fee Schedule for Dormant Accounts.
 - e. You must keep the Credit Union informed of your current address at all times. Failure to do so may result in a service charge in accordance with the Fee Schedule for Address Locator Services.



- f. If there is more than one (1) owner of an account, we will accept any signature for transactions on the account. Unless notified in writing, only one (1) signature is required to complete the transaction.
 - g. **Backup Withholding** – The Credit Union may impose backup withholding on your account if;
 - 1) Certification as to the Taxpayers Identification number has not been provided to the Credit Union within 60 days of the date of opening;
 - 2) When notified by the Internal Revenue Service to do so. The funds will be withheld from the dividends paid and sent to the Internal Revenue Service.
 - h. **Deposits** – Any items, other than cash, accepted for deposit will be given provisional credit until collection is final. We are not responsible for transactions initiated by mail or outside depository until we actually record them. Refer to the Funds Availability disclosure provided to you with this agreement for more information.
 - 1) **Endorsements** – You authorize the Credit Union, in its discretion to 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, any one or more owners on the account, whether or not they are endorsed by all payees. If insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the Credit Union will require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1-½ inches from the top edge. The Credit Union may or may not accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.
 - 2) **Collection of Items** – The Credit Union shall not be responsible for deposits made by mail or at an un-staffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.
 - i. **Withdrawals** – Withdrawals will first be made from collected funds and we may, unless prohibited by law, refuse any withdrawal request, which is attempted by any method not specifically permitted.
 - 1) You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person or by mail. No Automatic Teller Machine withdrawal transaction is allowed.
 - 2) We may allow you to withdraw funds under the required minimum balance, if we choose to do so;
 - (i) You must bring the balance back to \$25 within 10 calendar days.
 - (ii) We are not under any obligation to continuously oblige this request.
5. **AUTOMATIC TELLER MACHINE (ATM)** – Access is not available on this account.
6. **AUDIO RESPONSE SYSTEM (ARS)** – Access is not available on this account. However, if the adult wishes to make ARS deposits into the account from time to time, the appropriate document must be signed and submitted to the Credit Union.
7. **ELECTRONIC FUNDS TRANSFER** – credits to the Keiki Share Account are allowed. Debits from this Keiki Share Account are not allowed.
8. **NATIONAL CREDIT UNION SHARE INSURANCE FUND** – member accounts in this Credit Union are federally insured by the National Credit Union Administration Insurance fund.
9. **FUNDS AVAILABILITY.** Refer to the Funds Availability disclosure provided to you with this agreement for more information.
10. **TRUTH IN SAVINGS DISCLOSURE**
- a. **Rate Information.** The dividend rate will be determined at the end of each dividend period and paid from available earnings. The rate and yield may change and is determined and set by the Credit Union Board of Directors. A current rate schedule is provided with this disclosure. For the current prospective dividend rates and annual percentage yield, please call the credit union.
 - b. **Compounding and Crediting.** Dividends are compounded quarterly. Dividends earned on the Keiki Daily Shares (share type 52) are credited quarterly, on the first day of the next quarter. If the account(s) is closed during the quarter, you will not receive the accrued dividends.
 - c. **Dividend Period.** The dividend period is quarterly, for example the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period. Dividends are paid on the last day of the dividend period and available on the first day of the following month.
 - d. **Minimum Balance Requirements.** There is no minimum balance required to open a Keiki Daily Shares. But you will have six (6) months from the date of opening the account to bring the balance up to \$25. During the six (6) month period the funds will be held in the Daily Share Account. Upon reaching the \$25, you are established as a Keiki member. The \$25 in the Daily Shares is restricted throughout the Keiki's membership with the credit union that figure by the number of days in.
 - e. **Balance Computation Method.** Dividends are calculated by the average daily balance method that is by adding the balance in the account for each day of the period and dividing the period, multiplied by a periodic daily rate.
 - f. **Transaction limitations.** There are no limitations on withdrawals made in person. During any month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitation set forth in any statement period, your account will be subject to closure by the credit union and a service fee may be charged as indicated on the Fee and Charge Schedule.
 - g. **Collateral.** This account may be used as collateral on a loan. The annual percentage rate (APR) on the loan will be determined and set by the Board of Directors and may change from time to time.
 - h. **Par Value of Shares.** The par value of a share in the Credit Union is \$25 in the Daily Shares.
 - i. **Accrual of Dividends:** Dividends will begin to accrue on the business day you deposit cash or non-cash (e.g. checks) to your account.
 - j. **Bylaw Requirement.** A member who fails to complete payment of one share (\$25) within 6 months of his / her admission to membership, or within 6 months from the increase in the par value in shares, or a member who reduces his / her share balance below the par value of one share and does not increase the balance to the par value of one share within 10 business days of the reduction, may be terminated from membership at the end of the 10th business day. Shares may be transferred only from one member to another, by written instrument in such form as the credit union may prescribe.



The credit union reserves the right, at any time, to require members to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw any shareholdings below the amount of his / her primary or contingent liability to the credit union if he / she is delinquent as a borrower, or if borrowers from whom he / she is a co-maker, endorser or guarantor are delinquent, without the written approval of the credit committee or loan officer; except that shares issued in an irrevocable trust are not subject to restrictions upon withdrawal except as stated in the trust agreement.

- k. **Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.
 - l. **Fees and Charges.** Fees and charges applicable to these and all accounts are provided on the Fee and Charge Schedule that was provided with this disclosure.
11. **OUR RIGHT OF SETOFF.** The Federal Credit Union Act grants the credit union a statutory lien on all shares and deposits, as well as earnings on those shares and deposits. We may charge and deduct any fee or charge you owe on any type of your account from the balance in your account. Except to the extent prohibited by law, we may at any time and in our sole discretion, and without notice to you, set off against the full amount of the balance in your account, and deduct there from any debt, absolute or contingent, including VISA account, which all or any of you owe us. By applying for a membership account and signing the agreement form, each of you consents to our right of setoff. If this is a joint account, we may exercise this right of setoff to repay to us the debt of just one of you, even if the other account holder deposited all the funds in the account.
12. **INDEMNIFICATION OF THE CREDIT UNION.** You agree to be responsible for any amounts, which we pay or incur as a result of any claim related to the account. If you fail to promptly pay these amounts, the amounts may be deducted from your account, including reasonable attorney fees.
13. **DISCLOSURE TO THIRD PARTIES.** We will disclose information to third parties about your account or the transfers you make:
- a. Where it is necessary for completing the transfer, or;
 - b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or;
 - c. In order to comply with government agency or court orders, or;
 - d. If you give us your written permission.
14. **STOP PAYMENTS.** A stop payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the date, amount of the item and the payee. We will honor a stop payment request by any person who has a right to withdraw from this account. Only the person who initiated the stop payment may make a release of the stop payment request.

Share Draft Account - Terms and Conditions

This agreement is subject to applicable federal laws and the laws of the State of Hawaii. The credit union will pay share drafts signed by any of the owners and will charge all such payments against this account. If the Account has joint owners, the Credit Union is authorized to recognize any of the signatures on the signature card in the payment of funds or the transaction of any business for the account. Each owner has a right to present shares, future shares and all accumulation including dividends, if applicable.

If one or more of the owners dies, then the surviving owner(s) have a right to the funds. Payment to any of such surviving owners shall be valid and shall discharge the Credit Union from any liability for such payment. The Credit Union will provide one of the joint owners with monthly statements and other notices, which will be mailed to the address on the account. Only share draft blanks and other methods approved by the Credit Union may be used to make withdrawals from this account. The Credit Union is under no obligation to pay: (a) a share draft, (b) an automatic bill paying request, or (c) a cash withdrawal from an automated teller machine (ATM) that exceeds the fully paid and collected share balance in this account. If, however, any of the undersigned writes a share draft, has a automatic bill paying request, or makes a cash withdrawal from an ATM, and the funds in this account are insufficient to cover such an action (this is known as an overdraft), the Credit Union may treat such overdraft as a request to the Credit Union as an advance (for the exact amount need to pay the item) from the loan account designated for overdraft protection, in an amount which is sufficient to permit the Credit Union to pay such overdraft and to credit the loan advance to this Account.

The Credit Union may pay a share draft on whatever day it is presented for payment, even though the date (or any limitation on the time of payment) that appears on the share draft is different.

When paid, share drafts become the property of the Credit Union and will not be returned either with the periodic statement of the Account or in any other manner. Except for gross negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft.

Any objection with respect to any item shown on a periodic statement of the Account is cancelled unless such objection is made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed.

If the Account is inactive for five (5) years, and the Credit Union is not able to reach any of the owners by mail, Hawaii law requires the Credit Union to transfer the Account to the State as unclaimed property.

Information about the Account is private. The Credit Union will not disclose account information to anyone unless my legal representative requests it. If the Credit Union is required to obey an order from an authorized government body, the owners will be notified by telephone or by mail before the Credit Union gives out such information.

Without prior notice from the Credit Union, the Credit Union may charge against and deduct from the Account any loan or other debt owed to the Credit Union that is made or incurred by any owner or the Account.

The owners agree to be responsible (that is, indemnify the Credit Union) for any amounts which the Credit Union pays or incurs as a result of any claim related to the account. If you fail to promptly pay such amounts, the Credit Union may deduct amounts it is owed from the Account, including reasonable attorney's fees.

You agree to keep the Credit Union informed about your current address at all times. Failure to do so may result in an address locator fee being accessed from your account as indicated on the Fee & Charge Schedule. The account and related transactions are also subject to such other terms, conditions and service charges that the Credit Union may establish from time to time.



Truth-In-Savings Disclosure

1. Regular Share Draft Account - Dividend Bearing

- a. **Rate Information:** The dividend rate will be determined at the end of each dividend period and paid from available earnings. The rate and yield may change and is determined and is determined by the Credit Union Board of Directors. A current rate schedule is provided with this disclosure. For current prospective dividend rates and APY, please call the credit union.
- b. **Compounding and Crediting:** Dividends are compounded monthly and credited to this account monthly. If the account is closed during the month, you will not receive the accrued dividends.
- c. **Dividend Period:** The dividend period is monthly (that is, from the first day of each month and ending on the last day of the same month). The dividend declaration date is the last day of the dividend period. Dividends are paid on the last day of the dividend period and available on the first day of the following month.
- d. **Minimum Balance Requirement:** There is no minimum balance to open this account. You must maintain an average daily balance per month of \$300 in your account to obtain the disclosed annual percentage yield and to avoid the monthly service fee.
- e. **Dividend Computation Method:** Dividends are calculated by the average daily balance method by adding the balance in the account for each day in the period and dividing that figure by the number of days in the period, multiplied by a periodic daily rate, times the number of days in the period.
- f. **Accrual of Dividends:** Dividends will begin to accrue on the first business day you make a deposit into to your account.
- g. **Nature of Dividends:** Dividends are paid from current income and available earnings, after the required transfers to reserves at the end of the dividend period.
- h. **Transaction Limitations:** There are no limitations on the number of withdrawals from, and deposits to, this account.

2. Unlimited Share Draft Account - Non-Dividend Bearing

- a. **Minimum Balance Requirements:** There is no minimum balance to open this account. There are no minimum balance requirements on this account after the initial opening.
- b. **Rate Information:** Dividends are not paid on this type of account.
- c. **Transaction Limitations:** There are no limitations on the number of withdrawals from and deposits to this account.

Applicable to all Share Draft Programs

Credit Line: You may apply for an Overdraft Line of Credit to protect your account from returned checks, NSF fees, etc.

Bylaw Requirement: The credit union reserves the right, at any time, to require members to give, in writing, not more than 60-days notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the credit union if he/she is delinquent as a borrower, or if borrowers from who he/she is a co-maker, endorser or guarantor are delinquent, without the written approval of the Credit Committee or loan officer; except that shares issued in an irrevocable trust are not subject to restrictions upon withdrawal except as stated in the trust agreement.

National Share Insurance Fund: Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Indemnification of the Credit Union: You agree to be responsible for any amounts that we pay or incur as a result of any claim related to the Account. If you fail to promptly pay these amounts, the amounts may be deducted from your account, including reasonable attorney fees.

Our right of Setoff: We may access and deduct any fee or charge you owe on any account you have with us, from the balance in this account. Except to the extent prohibited by law, we may at any time and in our sole discretion and without notice to you, set off against the full amount of the balance in this account and deduct any debt, absolute or contingent, which all or any signer on this account may owe us. By applying for this account and signing the agreement form, each person consents to our right of set off to repay the credit union the debt of just one of the account holders, even if the other account holder deposited all the funds in the account.

Fees and Charges: Fees and charges applicable to these and all accounts are provided on the Fee and Charge Schedule that was provided with this disclosure.

Collateral: You may not use this account as collateral on a loan.

Par Value of Shares: The par value of a share in the credit union is \$25 in the Daily Shares.

Funds Availability Policy Disclosure

This disclosure describes your ability to withdraw funds at **Hotel and Travel Industry 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 transactions accounts for periods longer than those disclosed in policy. Please ask us if you have any question about which accounts are affected by this policy.

1. **General Policy** – Our policy is to make funds from your cash and check 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, Sunday and federal holidays.
2. **Reservation of Right to Hold** – in some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However the first \$200.00 of your deposit will be available on the first business day after 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 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 that is drawn on another financial institution, we may make the funds from the deposit available for withdrawal immediately but delay the availability to withdraw 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 that you deposited.

4. **Longer Delays May Apply** – We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
- We believe a check you deposit will not be paid
 - You deposit checks totaling more than \$5,000 on any one (1) day
 - You deposit a check 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

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 seventh 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 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, a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the next business day after the day of your deposit meets certain conditions. For example, the checks must be payable to you. If your deposit of these checks (other than a U.S Treasury check) is not made in person to one of our employees, only the first \$200.00 of the total check deposit will be available the day after your deposit. Funds from all the other check deposits will be available on the third business day after the day of your deposit.
6. **Deposits At Non-Proprietary ATMS** – Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the third business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

Electronic Fund Transfer & Debit Master Card Disclosure & Agreement

This Agreement governs certain electronic payments and deposits that you authorize and that affect a deposit or loan account you have with Hotel & Travel Industry Federal Credit Union. In this Agreement and Disclosure for Electronic Fund Transfers (EFT), the words "you" and "your" refer to the Accountholder or Accountholders if there is more than one person in whose name the account is held. "We", "us" "our" and "HTIFCU" mean Hotel & Travel Industry Federal Credit Union. The words "VISA Card" means the plastic card issued to all holders of VISA Accounts. Your use of electronic transfers signifies your consent to be governed by this Agreement.

We agree to complete your authorized electronic transfers under terms and conditions of this Agreement.

AUTOMATIC TELLER MACHINE (ATM):

If you have a HTIFCU Debit Master Card and secret access code (Personal Identification Number, called the "PIN"), you may use your card to:

- Withdraw cash from your Daily Share or Share Draft Account.
- Find out your Daily Share or Share Draft Account balance.
- Obtain cash advances in excess of your Share Draft Account balance (up to your overdraft limit) if you have Overdraft Protection on your account.
- Transfer funds between your Daily Share and Share Draft Accounts.
- POINT-OF-SALE (POS) TERMINALS. Your Debit Card in combination with your PIN can be used to pay for purchases at all merchant locations that accept Master Card, and who display the "Jeanie & Maestro" point-of-sale transfer service logo, from your Share Draft Account. You may also obtain cash from the Cashier at the POS terminal.

For your protection you MUST guard the secrecy of your PIN and you agree not to write it on your Debit Card and not to keep it any place where it may be found with your ATM Card.

If you have a HTIFCU VISA Card, you may use your VISA Card and PIN to obtain cash advances at an ATM displaying the VISA logo.

Other Electronic Banking Devices: Your HTIFCU Debit Card may be accepted in ATMs displaying the following network logos: Cirrus, Mastercard, Maestro, Co-Op, Jeanie, as well as all American Savings Bank locations.

We will advise you of any additional ATMs that may be available to you. The types of transactions available on ATMs may differ.

PREAUTHORIZED ELECTRONIC PAYMENTS AND DEPOSITS:

From time to time you may give someone other than us advance authorization to electronically transfer funds to or from your Share Draft Account and to your Share Account. For example:

1. Electronic payments to purchase goods or services, from any person, company or government agency.
2. Electronic deposits made directly to your account by any person, company or government agency.

The following terms and conditions explain some of your rights and obligations with respect to electronic fund transfers.

LIMITS ON TRANSFERS AND WITHDRAWALS

1. Cash Withdrawals:
 - a. Debit Master Card: You can use your Debit Card and PIN to obtain cash withdrawal from your Account. You may make cash withdrawals from the ATMs in multiples of \$20.00, up to \$500.00 per day. When making withdrawals from an ATM you may be subject to additional restrictions imposed by the owners or operators of the ATM.
 - b. POS Terminals: You can obtain cash withdrawal with Interlink or Instant Teller transactions from your Share Draft Account at merchant locations that offer this transfer service and within the dollar limits and rules established by those merchants.
 - c. VISA: You can use your VISA card and PIN to obtain a cash advance from your VISA line of credit. You can withdraw up to your available credit limit, subject to any limitations placed by the owner or operator of the ATM.
2. We do not limit the frequency or dollar amount of preauthorized electronic payments and deposits.
3. You agree not to use your Debit Card and PIN for a transaction that would cause;



- a. the balance in your Account to go below zero;
- b. the outstanding balance under your line of credit to go above your credit limit, if you have one; or
- c. a withdrawal from an account that you do not have.

We will not be required to complete any such transaction. In the event that such a transaction is completed, you agree to pay us that amount exceeding your Share Account balance or your line of credit or that is otherwise improperly withdrawn immediately upon request. A cash withdrawal which activates your line of credit will be repaid in accordance with the terms of your HTIFCU Credit Line Agreement. We may also limit or refuse to complete your EFT transactions when we have to for security reasons.

CHARGES: We will only charge you for your use of electronic transfers in accordance with separate fee schedules we will provide to you. We will also charge you for any stop payment, dishonor, or overdraft resulting from your electronic payment and for other standard charges described in your account agreement.

RECEIPTS AND ACCOUNT STATEMENTS

1. You will get a receipt at the time you initiate a transaction at an ATM machine or Point of Sale terminal from your Share Draft Account or obtain a cash advance on your VISA line of credit or a cash withdrawal from your Daily Share Account.
2. Periodic Statements: Your monthly statement for your Account will show all activity on your Share and Share Draft account including each ATM or EFT transaction for the applicable time period. Your VISA cash advances will appear on your regular VISA billing statement.

PREAUTHORIZED DIRECT DEPOSITS TO YOUR ACCOUNT:

You may preauthorize any person, company or government agency to make deposits by electronic fund transfers to your Share Account.

If you have arranged to have direct deposits made to your Share Account at least once every sixty (60) days from the same person, company or government agency, you can call our Member Services at 942-5115 to find out whether or not the deposit has been made.

For your protection, we will ask for identification about your Share Account. We are not required to provide this information if the person, company or government agency making the deposit tells you every time an electronic deposit is made.

If you have a Daily Share Account where electronic fund transfers are made, we will record any electronic deposits to your Daily Share account and it will be reported on your quarterly statements.

PREAUTHORIZED PAYMENTS FROM YOUR SHARE DRAFT ACCOUNT:

1. Right to Stop Payment and Procedure for Doing So: If you have arranged for electronic payments to be made regularly out of your Share Draft Account to any person, company or government agency, you can stop any of these payments. In order to stop a preauthorized payment, telephone Member Services at 808-942-5115 (neighbor islands call 1-800-954-4405), or write to us at:

Hotel & Travel Industry FCU, c/o Member Services Department, 1600 Kapiolani Blvd #110, Honolulu, HI 96814

Please allow at least three (3) business days (or more) for us to receive the request before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and send it to us at the above address. The written confirmation of the stop payment request must be received within fourteen (14) calendar days after your call or the stop payment order will be cancelled. We will charge you a \$15.00 fee for each stop payment order you give. Please refer to Fee and Charge Schedule. Once we have processed your request, we will stop the electronic payment to the party that you have named. Payments to the named party will not resume until we receive written notice from you. If you order us to stop one of these payments 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.

2. Notice of varying amounts: If the amount of any given preauthorized payment will vary from the amount of the previous transfer or the preauthorized amount, a written notice of the amount and the date of the transfer will be mailed or delivered to you, at least ten (10) days before the transfer date, by the party authorized to receive the payment.

YOUR LIABILITY FOR UNAUTHORIZED USE OR UNAUTHORIZED TRANSFERS

1. Debit Master Card: Tell us **AT ONCE** if you believe your Debit Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Share Account plus your maximum line of credit. If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your Debit Card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Debit Card, and we can prove we could have stopped someone from using your Debit Card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

2. VISA Card: You may be liable for the unauthorized use of your VISA card. You will not be liable for unauthorized use that occurs after you notify the Credit Card Security Department, either orally or in writing of the loss, theft, or unauthorized use, at the address or telephone number stated in the paragraph below.

REPORTING UNAUTHORIZED TRANSFERS

1. Debit Master Card: If you believe your Debit Card has been lost or stolen or that someone has transferred or may transfer money from your Share Account without your permission, call the Member Services Department immediately at: 808-942-5115 (neighbor islands call 1-800-954-4405) between 8:00 am and 4:30 pm Monday, Wednesday and Thursday, Tuesdays between 8:00 am and 2:00 pm. and Friday between 8:00 am to 6:00 pm, or write to:

Hotel & Travel Industry FCU, Member Services Department, 1600 Kapiolani Blvd #110, Honolulu, HI 96814

2. VISA Card: If you believe your VISA Card has been lost, stolen or that someone has transferred or may transfer money on your VISA line of credit without permission, call the Credit Card Security Department at once, at: 1-800-654-7728 (available 24 hours).

BUSINESS HOURS: Our business days are Monday, Wednesday, Thursday 8:00 a.m. to 4:30 p.m., Tuesday 8:00 am to 2:00 pm and Friday 8:00 am to 6:00 pm. We are closed for all Federal holidays.



HTIFCU LIABILITY: If you properly use your Debit Master Card at an ATM to initiate a transaction involving your account or if we are properly instructed to complete a preauthorized transfer and we do not complete it on time or in the correct amount according to our agreement with you, we will be liable by law for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your account to complete the transaction.
2. If, through no fault of ours, we have not actually received enough money to cover the electronic deposit from the third party.
3. If the transfer will go over the credit limit on either your overdraft line of credit or your VISA account.
4. If the ATM where you are making the withdrawal does not have enough cash.
5. If the ATM was not working properly and you knew about the breakdown when you started the withdrawal or at the time a preauthorized transfer was supposed to occur.
6. If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken.
7. If other events or circumstances, as stated in our Share Account, Debit Card and/or VISA agreement with you, are present which prevent liability from being imposed upon us.
8. If the funds in your account are subject to legal process or other encumbrance restricting the electronic transfer.
9. If the authorization for your electronic transfer is revoked by law or court order (in case of death or incompetency, for example).
10. If this Agreement is terminated.

DISCLOSURE TO THIRD PARTIES: We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing the transfer, or;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or;
3. In order to comply with government agency or court orders, or;
4. If you give us your written permission.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS:

1. **Daily Share and Share Draft Accounts:** For Debit Card transactions, direct deposit and other electronic fund transfers relating to your Account direct inquires to us by telephoning us at 808-942-5115 (neighbor islands call 1-800-954-4405) or write to:

Hotel & Travel Industry FCU, c/o Member Services, 1600 Kapiolani Blvd #110, Honolulu, HI 96814

Tell us at once if you think your Share Account statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the **first** statement on which the problem or error appeared.

- a. **Request for Written Confirmation:** We will determine whether an error has occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account has been open for 30 days or less) for the amount you think is in error. This provisional credit enables you to have use of the money during the time it takes us to complete our investigation. If the error concerns an electronic fund transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale (POS) debit card transaction or (3) a transaction occurring within the first 30 days after deposit to a new account, a 90-day investigation period in place of 45 days will apply. Please note that if we ask you to put your complaint in writing and we do not receive it within 10 business days of our request, 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.
 - b. **DETERMINATION: No Error:** If we previously recredited you Share Account, we will notify you that the Share Account is being debited again for the amount of the recredit. For the period of the investigation and for five (5) business days after transmitting to you a debit notice, we will honor checks, drafts, or other similar paper instruments and preauthorized electronic payments from your Share Account. During this period we will honor payments up to a total of the amount of the available balance in your Share Account, plus the amount that was in dispute and the available balance on your overdraft line of credit, if applicable.
 - c. **DETERMINATION: Error:** We will correct the error within one (1) day following the day we determine that an error occurred. Where applicable, we will credit interest and refund any fees or charges imposed on your Share Account. You will receive notice in person, by telephone or by mail that the correction has been made and, if applicable, that the recredits made to your Share Account will not be subject to reversal. This notice will be given to you within the time period permitted for the investigation of error, as described above in paragraph 1,a, under the heading "NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS".
2. **VISA card:** For VISA cash advances obtained from an ATM. If you think your statement is wrong, or if you need more information about a transaction listed on your statement write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. Send inquiries to:

Customer Service, P.O. Box 31112, Tampa, FL 33631-3112

You may also telephone a customer service representative at 1-800-654-7728, but doing so will not preserve your rights. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

3. Information you should provide us with:
 - a. Name and account number;
 - b. Describe the error or the transfer you are unsure of, and explain as clearly as you can why you believe it is an error. If you need more information, describe the item you are not sure about; and
 - c. Dollar amount of the suspected error.
4. Request for Other Information Relating to Your Share Account or VISA Account: If your question relates to a routine inquiry about the balance in your Daily Share, Share Draft or VISA Account, or a request for duplicate copies of documentation or other information that is made only for tax or other



recordkeeping purposes, we will not consider your questions or request as an error. In such situations, we will not follow the above error resolution procedures and our response may take longer than the time period stated above.

RELIANCE ON NUMBER: We will rely on the identifying numbers you provide us in processing your electronic transfers. We will not be responsible for any conflict between these numbers and the identity of the parties or accounts involved.

CHANGING OR TERMINATING THIS AGREEMENT: We have the right to change this agreement from time to time. We will notify you at least twenty-one (21) days before a change will take effect if it will: (a) increase your fees or charges; (b) increase your liability; (c) decrease the types of services offered; (d) decrease the permissible number of transactions or the permissible dollar amount per transfer. We do not have to notify you in advance, however, if the immediate change is necessary for security reasons. We will notify you on the next regularly scheduled periodic statement if changes made for security reasons will become permanent. We also have the right to terminate this agreement at any time. We will notify you, if we do. You can terminate this agreement at any time by notifying us in writing and ceasing to use your Debit Card or VISA Card at any ATMs. Whether you terminate the agreement or we do, your obligations under this agreement will not be affected. Even if we allow any transaction to be completed by your Debit Card or VISA card after the termination of this agreement, your obligations for that transaction will continue to be governed by the provisions of this agreement.

OUR RULES AND REGULATIONS: Your VISA Account or Share Account may also be governed by other agreements between you and us and by our Rules and Regulations for Deposit Accounts.

NOTICES: All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. In the case of joint accounts, notice to or from one accountholder will be effective for all the accountholders. Notices from you will generally be effective once we receive them at the appropriate telephone number or address specified in this agreement; but notices under "YOUR LIABILITY FOR UNAUTHORIZED USE OR UNAUTHORIZED TRANSFERS" will be effective once you have done whatever is reasonably necessary to give us the information we need such as by telephoning or mailing a notice to us.

COLLECTION EXPENSES: If we ever have to file a lawsuit to collect what you owe us, you will pay us reasonable expenses, including court cost and attorney's fees, if one is used.

LAW WHICH WILL APPLY TO THIS AGREEMENT: Except to the extent that federal laws apply, the laws of the State of Hawaii will be used to decide any issues arising under this agreement. Any term of this agreement which is not legally enforceable, will be considered changed to the extent necessary to comply with Hawaii State Law.

JOINT ACCOUNTS: If you have a joint account, each person has the authority to bind the other to this Agreement by authorizing electronic payments to or deposits from any person, company or government agency or making any ATM withdrawals.

Fee & Charge Schedule (Effective 2/1/2012)

ACCOUNT CLOSURES

Closing of Account within first 6 months	\$25.00
Closing of Account after 6 months	\$5.00

SHARE DRAFT ACCOUNTS

Monthly Service Fee (Share Type 71 - if average Daily balance per cycle is below \$300)	\$10.00
Monthly Service Fee (Share Type 72)	no charge
Non-sufficient Funds (checks, drafts, ACH) (per item / per occurrence)	\$25.00
Stop Payment of Share Draft	\$15.00
Stop Payment of Series of Drafts	\$15.00
Stop Payment or Revocation of ACH	\$15.00
Copy of Share Draft	\$2.50
Share Draft Order	varies

AUTOMATIC TELLER MACHINE (ATM)

Withdrawal, inquiry, and transfers between accounts (per transaction) at non-network ATM, does not include surcharge from applicable bank	\$1.00
Co-Op ATM	no charge and no surcharge
American Savings ATM	no charge and no surcharge
Replacement Card (per card / per occurrence)	\$10.00
PIN Re-issue	\$2.00
Debit/Visa Card Rush Order	\$25.00

AUDIO RESPONSE SYSTEM

Withdrawal by check, inquiry, and transfers between Shares and Loans	
10 use per month	no charge

OTHER SERVICES: APPLIES TO ALL ACCOUNT TYPES

Deposited items returned to credit union unpaid	
Own account (per item / per occurrence)	\$15.00
Account Research / Reconciliation (per hour)	\$10.00
Credit Union Official Checks (per check)	
2 free per day, each additional	\$2.00

(Member/*Non-Member)

Stop Payment on Credit Union Official Check	\$15.00
Copy of Paid Credit Union Official Check	\$2.50
Service of Legal Process	
Garnishment	\$25.00
Tax Levy	\$25.00
Inactive (Dormant) Account Fee per month	\$20.00
Photocopies	
Member Statement – prior year(s)	\$10.00
Member Statement – current year	\$5.00
Account History (per statement period)	\$2.00
Other documents (per page)	\$1.00
Wire Transfer – Outgoing	
Domestic	\$20.00
Wire Transfer – Incoming	\$5.00
Address Locator Fee	\$5.00

LOAN SERVICES

Loan Late Charge (after 10 days)	\$25.00
Visa Late Charge	\$25.00
Visa Over-limit	\$20.00
Visa Replacement Card	\$25.00
Visa PIN Re-issue	\$15.00
VISA Credit Card Cash Advance (Minimum Amount - \$100)	
Member/*Non-Member:	
The greater of either \$5.00 or 3% of amount of each cash advance	
Duplicate Title Request	\$20.00

ONLINE BILL PAY

Monthly usage	no charge
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* A Non-Member is defined as an individual without the minimum of one share (\$25.00) in the Daily Share Account.

**The credit union reserves the right to change the rates, terms, and conditions of any program at any time.

