

**Pacific Rim Bank**  
Two Waterfront Plaza  
500 Ala Moana Blvd., #2A  
Honolulu, HI 96813  
(808) 585-9600

## **ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to the Bank named above. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account and automatic regular payments made from your account to a third party. This disclosure also applies to the use of your ATM card or Visa Debit Card at our automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by the Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

#### **SERVICES PROVIDED THROUGH USE OF ATM CARD OR VISA DEBIT CARD**

If you have received an electronic fund transfer card ("ATM card" or "Visa Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM card or Visa Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM card or Visa Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction. You agree not to use your ATM card or Visa Debit Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM card may only be used with your PIN. Certain transactions involving your Visa Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your ATM card or Visa Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM card or Visa Debit Card or to write your PIN on your ATM card or Visa Debit Card or on any other item kept with your ATM card or Visa Debit Card. We have the right to refuse a transaction on your account when your ATM card or Visa Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM card or Visa Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may only change your PIN by coming into a branch of Pacific Rim Bank..

#### **ATM SERVICES**

**ATM CARD SERVICES.** The services available through use of your ATM card are described below.

You may withdraw cash from your checking account(s), savings account(s), and NOW account(s).

You may make deposits into your checking account(s), savings account(s), and NOW account(s).

You may transfer funds between your checking and savings accounts, and savings and NOW accounts.

You may make balance inquiries on your checking account(s), savings account(s), and NOW account(s).

You may make payments on consumer loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

You may use your ATM card to obtain cash advances from your Overdraft Protection at an ATM.

**VISA DEBIT CARD SERVICES.** The services available through use of your Visa Debit Card are described below.

You may withdraw cash from your checking account(s), savings account(s), and NOW account(s).

You may make deposits into your checking account(s), savings account(s), and NOW account(s).

You may transfer funds between your checking and savings accounts, and savings and NOW accounts.

You may make balance inquiries on your checking account(s), savings account(s), and NOW account(s).

You may make payments on consumer loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

You may use your Visa Debit Card to obtain cash advances from your Overdraft Protection at an ATM.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. For example, you may not be able to make deposits or transfer funds at ATMs located out of state.

Besides being able to use your ATM card or Visa Debit Card at our ATM terminals, you may access your accounts through the following networks: Pulse and Plus

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

#### **POINT OF SALE TRANSACTIONS**

You may use your ATM card or Visa Debit Card to purchase goods and services from merchants that have arranged to accept your ATM card or Visa Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your ATM card or Visa Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for ATM card transactions is your checking account. The designated account for Visa Debit Card transactions is your checking account.

In addition, your Visa Debit Card may be used at any merchant that accepts Visa™ debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your ATM card or Visa Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the ATM card or Visa Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection to be exceeded.

**CURRENCY CONVERSION.** When you use your Visa Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING**

You may perform the following functions through use of Telephone Banking.

You may initiate transfers of funds between your checking and savings accounts, checking and NOW accounts, and savings and NOW accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

#### **PREAUTHORIZED TRANSFER SERVICES**

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), money market account(s), and NOW account(s).

#### **SERVICES PROVIDED THROUGH USE OF ONLINE BANKING**

This Bank offers its customers an Internet Banking (Home Banking) service. This service permits you to perform the following transactions using your home computer:

Online banking allows the customer to do all of their normal banking activities from the convenience and privacy of their own home. All customer information is kept strictly confidential and all transactions are secure.

### **LIMITATIONS ON TRANSACTIONS**

#### **TRANSACTION LIMITATIONS - ATM CARD**

**CASH WITHDRAWAL LIMITATIONS** - You may withdraw up to \$320.00 through use of ATMs in any one day. You may make up to 3 withdrawals of cash through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS** - You may buy up to \$1,000.00 worth of goods or services each day through use of our Point of Sale service. You can use our Point of Sale service for 5 Point of Sale transactions each day.

**TOTAL DAILY LIMITS** - In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$1,020.00 in any one day.

**TRANSACTION LIMITATIONS - VISA DEBIT CARD**

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$520.00 through use of ATMs in any one day. You may make up to 3 withdrawals of cash through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$2,500.00 worth of goods or services each day through use of our Point of Sale service. You can use our point of sale service for 10 transactions each day.

TOTAL DAILY LIMITS - In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and point of sale transactions is limited to \$3,020.00 in any one day.

**OTHER LIMITATIONS**

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

Listed below are access devices that may be used to access a line of credit account, and the line of credit accounts that may be accessed. The amount of any cash advance available through use of your access device is subject to your separate agreement with the Bank, if any. Please refer to your Line of Credit Agreement for disclosures related to such limitations.

ATM card: Overdraft Protection

Visa Debit Card: Overdraft Protection

We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of telephonic transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transfers from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone. No more than three of the six transfers may be made by check, draft, debit card, or similar order.

**NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

**RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

TRANSACTION RECEIPTS. Upon completing a transaction at an ATM you will receive a printed receipt documenting the transaction (unless you have chosen not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. You will receive a receipt at the time you perform any transaction using your ATM card or Visa Debit Card at a Participating Merchant.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly Statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (808) 585-9600 to find out whether or not the deposit has been made.

PASSBOOK ACCOUNTS. If the only type of electronic fund transactions are preauthorized deposits you will not receive a statement for your PassBook account. If you bring your PassBook to us, we will record any electronic deposits that were made to your account since the last time you brought in your PassBook. You will not receive a periodic statement noting these transactions on your PassBook account.

**RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at:

(808) 585-9600

or write to:

Pacific Rim Bank

500 Ala Moana Blvd., #2A

Honolulu, HI 96813

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need within three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your ATM card or Visa Debit Card or PIN or internet banking access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

call us at:

(808) 585-9600 (8:30 a.m. to 4:30 p.m.)

or write to:

Pacific Rim Bank  
500 Ala Moana Blvd., #2A  
Honolulu, HI 96813

**CONSUMER LIABILITY**

You will tell us at once if you believe your ATM card or Visa Debit Card or PIN or internet banking access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50) if someone uses your ATM card or Visa Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM card or Visa Debit Card or PIN and we can prove we could have stopped someone from using your ATM card or Visa Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

The limitations on your liability for unauthorized transfers described in the following paragraph do not apply to preauthorized automatic payments from your checking account(s), savings account(s), money market account(s), and NOW account(s). Unless you have complied with the procedures to stop the preauthorized payment described above, your liability for such unauthorized transfers is unlimited.

If your statement shows transfers you did not make (other than a preauthorized automatic payment), tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING VISA DEBIT CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your Visa Debit Card with the Visa <sup>TM</sup> logo. These limits apply to unauthorized transactions processed on the Visa <sup>TM</sup> Network.

If you notify us about an unauthorized transaction involving your Visa Debit Card, and the unauthorized transaction took place on the Visa <sup>TM</sup> Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your Visa Debit Card. The zero liability provisions do not apply to PIN-based transactions not processed by the Visa <sup>TM</sup> Network, including ATM transactions.

Your liability for unauthorized transactions with your Visa Debit Card that involve PIN-based transactions not processed by the Visa <sup>TM</sup> Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF VISA DEBIT CARD.** You agree not to use your Visa Debit Card for any illegal transactions, including internet gambling and similar activities.

**TRUTH IN LENDING DISCLOSURE**

You may be liable for the unauthorized use of your ATM card or Visa Debit Card to access a line of credit. Please refer to your Line of Credit Agreement for disclosures related to your liability for unauthorized use.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers,

call us at:

(808) 585-9600

or write to:

Pacific Rim Bank  
500 Ala Moana Blvd., #2A  
Honolulu, HI 96813

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact the Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days,

we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) calendar days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions. Visa's <sup>TM</sup> cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa <sup>TM</sup> Check Card use within five (5) business days of notification of the loss.

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.

#### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM card or Visa Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

The following fees and charges may be imposed on your checking account.

There is a \$1.00 service fee per telephone transfer.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

You agree that merchant authorization messages transmitted in connection with point of sale transactions are permissible disclosures of account information, and you further agree to release the Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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. With your consent.

#### **DEFINITION OF BUSINESS DAY**

Business days are Monday through Thursday 8:30 a.m. - 4:30 p.m., Friday 8:30 a.m. - 6:00 p.m.; excluding holidays.

#### **AMENDING OR TERMINATING THE AGREEMENT**

We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

#### **NOTICE OF ATM SAFETY PRECAUTIONS**

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM card or Visa Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and the Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account.

**ACKNOWLEDGMENT**

The undersigned acknowledge(s) receipt of a copy of this Electronic Fund Transfer Disclosure and Agreement and agrees to abide by the terms of the Agreement.

X _____	Date _____
X _____	Date _____
X _____	Date _____
X _____	Date _____