

Pacific Rim Bank Online Access Agreement and Disclosure

Please read carefully the Agreement below. This agreement includes your rights and obligations as a user of Pacific Rim Bank Online (“Online Banking Services”). It also describes the rights and obligations of Pacific Rim Bank (“The Bank”). By enrolling and/or using the Online Banking Services, or authorizing another to use the service, you agree to comply with the terms and conditions of this Agreement. You also acknowledge by using the Online Banking Services that you have downloaded, printed, or otherwise received a copy of the terms and conditions and that you understand them.

The Online Banking Agreement and Disclosure explains the terms and conditions governing the use of the Bank’s Online Banking Services. This agreement is in addition to the terms and conditions described in the Account Agreement and Disclosure and any other deposit, credit, or loan agreement you have with us, as well as all applicable laws and regulations. The Agreement is intended to be used in conjunction with the Deposit Account/Account Product disclosure and other related service disclosures that we have provided you in the course of your banking relationship with us. Please retain this Agreement and all other related documentation for future reference.

Definitions

In this Agreement, the words “we”, “us”, or “our” are used to refer to the Bank. The words “you” and “your” refers to the owners or holders of the deposit or loan account set up for internet banking through the Bank and any person authorized for such access. The term “business days” means Monday through Friday, excluding holidays.

“Consumer” refers to a natural person who owns a deposit or loan account with the Bank, which is primarily for personal, family or household purposes.

“Customer” refers to any person, whether consumer or business, who has a banking relationship with us.

“Electronic fund transfers” refers to internet fund transfers you make between your accounts, individual or recurring bill payments you authorize and includes the applicable definition embodied in Federal Regulation E, Electronic Funds Transfer Act.

“Payment account” is the checking account that you are required to designate as the account from which payments and Service fees and charges will be debited.

“Service” refers to the Online Banking Services.

“Bill Pay” refers to the Online Bill Payment Services.

Your initial use of our Online Banking services constitutes your acceptance and agreement to be bound by all the terms and conditions of this Agreement and by all other “Pacific Rim Bank Documents” relating to your accounts and acknowledges your receipt and understanding of this agreement. • Online Banking services are not available for any accounts established in the name of a trustee for an irrevocable trust, custodial accounts, or guardianship accounts. You must be at least 18 years of age, and you must have a valid Social Security number in order to request Online Banking Services.

Internet Banking Access

You may access the Internet Banking Service through our website at www.pacificrimbank.com, and then clicking on the Pacific Rim Bank Online button. You must have your own Internet Service Provider (ISP), the necessary computer equipment, a modem, and a compatible browser (128-bit encryption is recommended) to be able to complete online banking with the Bank.

Online Banking Hours and Business Days

Online banking services (www.pacificrimbank.com) are accessible 24 hours a day, seven days a week except when the system is down for maintenance or due to an emergency.

Access Name and PIN/Password

For security purposes, you are required to change your initial PIN (“password”) and your online ID code the first time you access Pacific Rim Bank Online. You determine what Password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters using between 6 and 10 digits for purpose of security. You accept responsibility for the privacy and security of your password and agree to change your password regularly. We recommend that you refrain from using such passwords as dates of birth or family names that may be easily recognizable. If you forget your password, contact our customer service representative and we shall assist you in arranging a new password, as we do not have access to any customer passwords. The Bank’s personnel cannot see your private password that you enter. You may also use the “Reset Password” feature on the Pacific Rim Bank Online website. However, in order to use this service you must input your email address and set up a security question and answer that is known only to you. Under no circumstances should you ever reveal your password to anyone.

Fee Schedule

There are currently no monthly service charges or transaction fees for the Online Banking Services. However, if you choose to enroll in the Online Bill Payment service there will be a monthly charge. Please refer to the Bank’s fee schedule for the current monthly charge for the Online Bill Payment service. Any fees charged when you use other sites linked to our site including your Internet Service Provider (ISP) are your responsibility to pay. We may charge a fee for each payment request presented against insufficient funds, whether or not we honor the request. We will notify you of any changes in fees as required by law. You authorize the Bank to charge your account, (or if there are insufficient funds in that account) any other account you hold with the Bank, for all such fees.

Account Balance and Transaction Information

You can use our Online Banking Services for viewing account balances, to transfer funds and to receive an account history (on eligible accounts). Balance Information obtained through the Services will generally reflect credit and debit information as of the previous banking day.

Fund Transfers

You can transfer funds between eligible accounts. Online transfers may be made 24 hours a day, seven days a week. All transfers are subject to available funds and will be deducted from your account immediately after we receive your request(s). Fund transfers completed before 5:00 PM (HST) on a business day will be posted to your account the same day. The number of transfers you are allowed to

make from your Pacific Rim Bank savings and money market accounts are limited by the terms and conditions contained in the Deposit Account Agreement, and other related product disclosures that govern those accounts.

Overdrafts

If your account does not have sufficient funds to cover all electronic fund transfers (including ACH payments) you have requested within a given business day, then you understand and accept that electronic transfers involving cash disbursements (such as ATM withdrawals) will have priority. You agree to repay any overdraft without notice or demand from us. Each account owner is jointly and separately responsible for repaying any overdraft created using the Services; regardless of whether that account owner created the overdraft or received benefit from payment of the item overdrawing the account. The Bank may cancel your Online Banking Services at any time without prior notice due to insufficient funds in your account(s).

Notification of Problem or Error

Telephone us or write us as soon as you can at the telephone number and address given below, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the first paper statement on which the problem or error appeared.

Call our Main Branch at (808) 585-9600 or write us at: Pacific Rim Bank, Two Waterfront Plaza, 500 Ala Moana Blvd., #2A, Honolulu, HI 96813.

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

You must notify us at once if you believe any of your accounts have been accessed, your password has been obtained, or electronic transactions have been processed without your permission.

Telephoning us AT ONCE is the best way of keeping possible losses down.

You are responsible for verifying that all online banking transactions done on your account were completed with your authorization. We recommend that you promptly reconcile your account(s) with your statement(s) provided to you by the Bank.

Responsibilities

Except as specifically provided in this agreement, you agree that neither the Bank or the Bank's Online providers shall be responsible for any loss, damages, property damage or bodily injury, whether caused by the equipment, software, the Bank or Internet browser providers such as Mozilla (Mozilla Firefox browser), Netscape (Netscape Communicator browser) and Microsoft (Microsoft Internet Explorer browser) or by Internet Access Providers or by Internet Service Providers or by any agent or subcontractor of any of the foregoing. Also, if you do not have sufficient funds in your account to make your scheduled payment(s) or to make any requested fund transfers between your Pacific Rim Bank Accounts or if your instructions or fund transfers are incorrect in any way or they do not allow sufficient time for payment to be received, we will not be responsible. The foregoing parties will not be responsible if the information you give them is incomplete, incorrect, or inconsistent with the terms of this Agreement or the Bank Documents or if you transmit inquiries or transaction requests using standard Internet e-mail. You will be responsible for paying any applicable fees when there are insufficient funds in your account or you provide incorrect or inaccurate information.

Termination

You may terminate the Services at any time upon giving notice of the termination to us. The Bank may cancel your Online Banking Services at any time without prior notice due to insufficient funds in your Online Banking Account or in any of your other Pacific Rim Bank accounts, or if the Bank has reason to suspect any fraudulent activity.

Privacy

Your right to privacy is important to us. See our Privacy Statement at www.pacificrimbank.com. In general, we will not disclose information about your account or the transfers you make except when disclosure is necessary to complete a transfer; when disclosure is requested in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or when disclosure is required to comply with government agency or court orders or is authorized or permitted by law; or when you give us your permission. If you defraud us in any way, we shall disclose any information we have about you to third parties, including law enforcement authorities.

Electronic Mail (E-mail)

Messages that are sent through the message system on the online banking site are secured. However other e-mail that is sent to us through the "contact us" area of our website is not secure. We recommend you do not send or request confidential information, such as account numbers, by e-mail. Please call us at (808) 585-9600 if you need to contact us immediately regarding any personal information about your account.

Periodic Statements

We will continue to mail a monthly account statement for your checking account(s) to you, showing your Online Banking transactions and other activity from your account. Your savings account(s) statements will be sent on a quarterly basis. You are responsible to promptly review your statement(s) for accuracy.

Security

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our site and systems if we reasonably believe your password has been or may be obtained or is being used or may be used by an unauthorized person(s).

When you use other sites that generate items to be charged to your account, you agree that we may debit your primary Online Banking Account or any account of yours on which the item is drawn without requiring your signature on the item and without prior notice to you.

The Bank has the right to modify or terminate this agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Pacific Rim Bank Online transfers will be made, including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers. If we modify this Agreement, your continued use of the Bank's Online Services will constitute your acceptance of such changes in each instance.