



# FINANCE FACTORS

SAVINGS • CDs • MORTGAGES

Member FDIC

NMLS #449916



## DEPOSIT ACCOUNT AGREEMENT

Welcome to Finance Factors, Limited.

Thank you for opening a deposit account with us. We want you to know we appreciate your business and look forward to serving your present and future needs.

As part of opening your account, you have been provided with several account documents, including this Deposit Account Agreement, an addendum/disclosure containing additional information and terms that apply to each specific account, a fee schedule, a Privacy Notice and an Electronic Fund Transfer Agreement. These account documents are also described in the "Definitions" section below and are all part of your agreement with us.

By signing a signature card and depositing funds with us, you begin an account relationship with us. By doing so, you agree that you have received the account documents and to comply with all of the terms and conditions contained in the account documents including this Deposit Account Agreement.

In this Deposit Account Agreement, you will find important terms and conditions relating to your deposit account. Please read this Deposit Account Agreement and all account documents carefully and keep them for your reference.

**DEFINITIONS.** Certain words that are used often in this agreement will have the following meanings:

- (A) "we", "our" and "us" refer to Finance Factors, Limited.
- (B) "you" and "your" refer to each and every signatory and owner with respect to an account, both collectively and individually.
- (C) "account" and "accounts" refer to your deposit account(s) with us, and includes all savings accounts and time certificate accounts.
- (D) "account documents" collectively refers to this Deposit Account Agreement, any addendum or addenda, disclosure(s), signature card(s), certificate(s), fee schedule(s), Electronic Fund Transfer Agreement, Privacy Notice and other notices, and any other documents related to your account, and any amendments by us to

any of the foregoing, that we have provided or may provide you with or that you have executed or may execute from time to time, in connection with any account.

- (E) "account transaction" refers to any transaction relating to an account including changes to the account, deposits, transfers, payments, or withdrawals, initiation or cessation of preauthorized deposits or withdrawals, endorsement of checks or other items for deposit, assignment, pledges or other hypothecation of the account or any portion of it, account suspension or termination, or investment or reinvestment of funds in the account.
- (F) "agreement" individually refers to this Deposit Account Agreement and collectively refers to all the account documents and any amendments by us to any of the foregoing, that we have provided or may provide you with or that you have executed or may execute from time to time, in connection with any account.
- (G) "business day" refers to any day on which our offices are open to the general public for business.
- (H) "certificate" refers to a Certificate of Deposit provided in connection with a time certificate account.
- (I) "deposit account" refers to any savings account or time certificate account.
- (J) "owner" and "owners" refer to the owner(s) of an account.
- (K) "person" and "persons" refer to natural persons/individuals (i.e., human beings) and legal entities (such as corporations, partnerships, trusts, limited liability companies, and limited liability partnerships).
- (L) "signatory" and "signatories" refer to the person(s) signing the signature card as authorized signers.
- (M) "signature card" refers to the signature card signed by a signatory or signatories in connection with an account.

## **TERMS AND CONDITIONS FOR ALL DEPOSIT ACCOUNTS**

**ACCOUNT DISCLOSURES.** We are providing you the account documents which contain all the terms and conditions of your account and disclose the interest rate and annual percentage yield, the method and frequency of crediting and compounding interest to your account, the minimum balance requirements, all fees and charges applicable to your account, and other information pertinent to your account. The information and terms contained in the account documents may change from time to time with or without notice. If there are any changes that adversely affect you, we will provide you with written notice at least thirty (30) days before the change, except for changes in interest rate and annual percentage yield on the variable rate savings accounts covered under our agreement with you, a change for security reasons, or as otherwise permitted by law.

**SINGLE OWNER ACCOUNT.** This is an account owned by one (1) natural person or legal entity. If the owner of the account dies or ceases to exist, that owner's interest and funds in the account passes, subject to applicable law, to the owner's estate or successors.

**JOINT OWNERS ACCOUNT.** This is an account owned by two (2) or more natural persons. Legal entities, such as corporations, partnerships, trusts, limited liability companies and limited liability partnerships, cannot be owners to a joint owners account. In a joint owners account, each of the joint owners of the account has the right of survivorship, unless stated otherwise on the signature card. This means that if one of the owners dies, that deceased owner's ownership interest in the account and share of the funds in the account automatically go to the surviving owner(s), and if there is more than one (1) surviving owner, the surviving owners shall each receive an equal share of the deceased owner's interest. For a joint owners account without the right of survivorship, the deceased owner's interest in the account passes to the deceased owner's estate or successors.

Unless all owners specifically instruct us in writing to the contrary, any one (1) owner is deemed fully authorized to engage in any and all account transactions without requiring the consent of any other owner. We shall have no duty to notify any other owner(s) about any transaction requested by an owner. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of all owners before we permit any account transaction if we believe it is necessary to do so.

Any notice, statement or other material will be mailed, delivered or given to only one (1) owner, but shall be considered mailed, delivered and given to all owners, unless we are required by law to give notice to each owner.

**"AS TRUSTEE FOR" (WITHOUT WRITTEN TRUST AGREEMENT) OR "PAYABLE ON DEATH" ACCOUNTS.** This is an account owned by one (1) or more natural person(s), and is designated as an "As Trustee For" or "Payable on Death" account. The owner(s) of an "As Trustee For" account is/are the trustee(s) during his, her or their lifetimes. The owner(s) of a "Payable on Death" account is/are the original named owner(s) during his, her or their lifetimes. The account may have two (2) or more owners (i.e., trustees or original named owners), in which case it will be subject to the provisions regarding joint owners accounts, except as may be otherwise specified in this paragraph. For multiple party accounts, the right of survivorship shall exist as among joint owners (i.e., trustees or original named owners), joint beneficiaries, and joint payable-on-death payees, respectively, unless otherwise stated on the signature card. Thus, upon the death of one (1) of two (2) or more trustees or original named owners, that deceased trustee's or original owner's interest in the account and share of the funds in the account automatically go to the surviving trustee(s) or original named owner(s), and if there is more than one (1) surviving trustee or original named owner, the surviving trustees or original named owners shall each receive an equal share of the deceased trustee's or original named owner's funds. Upon the death of the last surviving trustee or original named owner, the account will then belong to the surviving beneficiary(ies) or payable-on-death payee(s), in equal shares. While living, the trustee(s) and original owner(s) will have all ownership rights in the account and in the funds therein, including, without limitation, the right to change beneficiaries or payable-on-death payees, the right to withdraw all funds from the account, and the right to terminate and close the account, for any reason. We are not obligated to notify any beneficiary or payable-on-death payee of the existence of any account or of the vesting of any beneficiary's or payable-on-death payee's interest in any account, except and unless as may be required by law.

**TRUST ACCOUNT (WITH WRITTEN TRUST AGREEMENT).** This is an account established as a trust account pursuant to a written trust agreement. The account and funds deposited in the account, together with any interest and any future additions to the account, are held and controlled by the trustee(s) designated in the trust agreement.

Unless otherwise specified in the trust agreement, or all trustees specifically instruct us in writing to the contrary, any one (1) trustee is deemed fully authorized to engage in any and all account transactions, without the consent of any other trustee(s) and/or owner(s). We shall have no duty to notify any other trustee(s) and/or owner(s) about any transaction requested by a trustee. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of all trustees and/or owners before we permit any account transaction if we believe it is necessary to do so. If any trustee ceases to be a trustee (due to death, resignation, incapacity, removal, or otherwise), we may suspend the account until a successor trustee, if applicable, is lawfully appointed.

In opening, maintaining and/or administering the account, we may, but shall not be obligated to, require a copy of the complete trust agreement and all amendments (both present and future as they may arise) to the trust agreement. In addition, we may, but shall not be obligated to, require satisfactory written documentation of any change in trustee(s), and of any revocation, termination or change to the trust. We also may, but shall not be obligated to, refer to the trust agreement, trust amendments, and any related trust documentation, to answer any questions we may have about the trust. We shall not, however, be responsible or liable for any acts of a trustee in breach of the terms of any trust agreement, nor shall we be responsible for enforcing or complying with the terms of any trust agreement. The trustee(s) on the account shall be solely responsible for observing and performing all of the obligations and duties of a trustee under, and for complying with, the terms and provisions of the trust agreement. We shall have no duty or responsibility to ensure any trustee's actions are in compliance with applicable law or the terms and provisions of any trust agreement, nor shall we have any duty or responsibility to inquire about the use or purpose of any account transaction, including, without limitation, any withdrawals from or closure of, the account.

**FIDUCIARY ACCOUNT.** This is an account opened by a person in the capacity as a personal representative, guardian, conservator, agent, custodian, or other fiduciary, for the benefit of other person(s) who are the beneficial owner(s) of the account. The fiduciary is the owner of the account and funds deposited in the account, together with any interest and any future additions to the account, are held and controlled by the fiduciary designated on the account, for the benefit of the beneficial owner(s) of the account.

Unless specifically instructed in writing to the contrary, the designated fiduciary is deemed fully authorized to engage in any and all account transactions without the consent of any beneficial owner(s). We shall have no duty to notify any beneficial owner(s) or any one else about any transaction requested by a fiduciary. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of the fiduciary and all beneficial owners before we permit any account transaction if we believe it is necessary to do so. If the designated fiduciary ceases to be the fiduciary (due to death, resignation, incapacity, removal, or otherwise), we may suspend the account until a successor fiduciary is lawfully appointed.

In opening, maintaining and/or administering the account, we may, but shall not be obligated to, require such legal and other documentation as we may deem necessary, from time to time, regarding the establishment, existence, terms and conditions of the fiduciary relationship. In addition, we may, but shall not be obligated to, require satisfactory written documentation of any change in fiduciary, and of any revocation, termination or change to the fiduciary relationship. We also may, but shall not be obligated to, refer to any legal or other documentation regarding the fiduciary relationship, to answer any questions we may have about the fiduciary relationship. We shall not, however, be responsible or liable for any acts of a fiduciary in breach of the terms of any fiduciary relationship, nor shall we be responsible for enforcing or complying with the terms of any fiduciary relationship. The designated fiduciary on the account shall be solely responsible for observing and performing all of the obligations and duties of a fiduciary under, and for complying with, all laws and legal and other documentation applicable to the fiduciary and its fiduciary relationship. We shall have no duty or responsibility to ensure the fiduciary's actions are in compliance with applicable law or the terms governing the fiduciary relationship, nor shall we have any duty or responsibility to inquire about the use or purpose of any account transaction, including, without limitation, any withdrawals from or closure of, the account.

**"HUTMA" ACCOUNT.** This is an account opened under the Hawaii Uniform Transfers to Minors Act ("HUTMA"). Under a HUTMA account, a person designated as a custodian, maintains and administers the account for the benefit of the beneficiary, the beneficial owner of the account (who must be under twenty-one (21) years of age). A HUTMA account may have only one (1) custodian and only one (1) beneficiary. The account and funds deposited in the account, together with any interest and any future additions to the account, are held and controlled by the custodian designated on the account, for the benefit of the beneficiary.

The designated custodian is the owner of the account and is deemed fully authorized to engage in any and all account transactions without the consent of the beneficial owner. We shall have no duty to notify the beneficial owner about any transaction requested by a custodian. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of the custodian and the beneficial owner before we permit any account transaction if we believe it is necessary to do so. If the designated custodian ceases to be the custodian (due to death, resignation, incapacity, removal, or otherwise), we may suspend the account until a successor custodian is lawfully appointed.

In opening, maintaining and/or administering the account, we may, but shall not be obligated to, require such legal and other documentation as we may deem necessary, from time to time, regarding any change in custodian, and of any termination of or change to the custodial relationship. We also may, but shall not be obligated to, refer to any legal or other documentation regarding the custodial relationship, to answer any questions we may have about the custodial relationship. We shall not, however, be responsible or liable for any acts of a custodian in breach of HUTMA, any other law, or the terms of any custodial relationship, nor shall we be responsible for enforcing or complying with HUTMA, any other law governing the custodial relationship, or the terms of the custodial relationship. The designated custodian on the account shall be solely responsible for observing and performing all of the obligations and duties

of a custodian under, and for complying with, HUTMA, and all other laws and legal and other documentation applicable to the custodian and the custodial relationship. We shall have no duty or responsibility to ensure the custodian's actions are in compliance with HUTMA or any other applicable law or the terms governing the custodial relationship, nor shall we have any duty or responsibility to inquire about the use or purpose of any account transaction, including, without limitation, any withdrawals from or closure of, the account, nor shall we be responsible for the custodian's proper termination of the custodianship or transfer of the funds in the account to the designated beneficiary.

**"MINOR" ACCOUNT.** This is an account opened by or in the name of an individual under eighteen (18) years of age ("Minor"). The Minor is the owner of the account and the funds held in such an account are for the exclusive right and benefit of the Minor, free from the control of any other person, but subject to the rights (under any applicable law or court order) of any guardian, custodian, trustee, conservator, or other legal representative lawfully appointed and/or designated for the Minor. The Minor is authorized to take any and all actions and conduct any account transactions on the same basis as though the Minor were an adult. We reserve the right, however, to from time to time, place additional conditions and restrictions on this type of account.

**AUTHORIZED SIGNATURES.** The signatory or signatories on the signature card for an account as replaced, renewed, or amended, are the only individuals authorized to engage in any account transaction; except, however, as may be otherwise authorized under the account documents or by law. We reserve the right, but shall not be obligated, to require such documentation as we may deem necessary to determine that any signatory or signatories on the signature card has or have been properly authorized. We shall not be liable for refusing to honor any instruction or transaction if we believe that any required signature is not genuine. We may, but shall not be required to (unless required by law), accept facsimile, digital or other form of electronic signatures.

**POWER OF ATTORNEY.** We may, but shall not be obligated to, recognize any power of attorney or the authority of anyone but the account owner(s) to engage in any account transactions. We will not recognize any power of attorney unless the power of attorney is in a form and content acceptable to us and is filed with us. If we accept a power of attorney, we may rely upon that power of attorney until we have received a satisfactory written revocation of the power of attorney. We shall have no duty or responsibility to inquire about the use or purpose of any account transaction made by the designated attorney-in-fact or agent, including without limitation, any withdrawals from or closure of, the account by said attorney-in-fact or agent.

**TAXPAYER IDENTIFICATION NUMBER.** We require any person who wishes to open or has opened an account with us to provide a U.S. Taxpayer Identification Number ("TIN") that is certified as correct, and to maintain the TIN during the life of the account. We may refuse to open or continue any account if we are not provided with a properly certified TIN. Failure to furnish a TIN may result in backup withholding to the Internal Revenue Service and/or closure of the account. We reserve the right, from time to time, to place additional and/or different conditions and restrictions on accounts to foreign or non-resident persons.

**ACCESS.** You may instruct us and make any account transaction (such as deposits, withdrawals, opening and closing an account) in person, by mail, by telephone, or by any electronic means which we may from time to time permit, provided, however, that we reserve the right to impose such conditions, restrictions, confirmations and verifications, as we deem necessary on any account transaction.

**SPECIAL ACCOUNT INSTRUCTIONS.** You may request, but we shall not be obligated to, administer certain trust, court orders, or other special arrangements. However, be advised that because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, court order, or other special arrangement. If you ask us to follow any instructions that we believe may expose us to loss, claims, lawsuits, expenses, liabilities or damages, we reserve the right to refuse to follow your instructions, to require you to indemnify us, to post a bond, or to provide us with other protection as we deem necessary.

**CREDITING OF DEPOSITS.** Deposits made before the deposit cutoff hour for any business day are credited to your account on that business day, subject, however, to any limitations and restrictions set forth elsewhere in the account documents. Deposits made after the deposit cutoff hour on any business day and deposits received on any non-business day will be credited to your account on the next business day, subject, however, to any limitations and restrictions set forth elsewhere in the account documents. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on the final collection in U.S. dollars. We are not responsible for transactions by mail or from another depository until we actually receive them.

**CHECK ENDORSEMENTS.** We may, but shall not be required to, endorse checks for you that we receive for deposit. Such checks must be made payable to you. For a joint owners account, we may receive for deposit any checks made payable to any owner or owners, and supply any missing endorsements of any owner or owners. If a check that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both persons, we may receive for deposit and process the check as though it is payable to either person, or to both persons, as we deem appropriate in our sole discretion.

**HOLD POLICY.** Checks and other items deposited are subject to verification and the provisions of the Hawaii Uniform Commercial Code, as amended from time to time. When a check or other item other than cash is included in a deposit, the amount of the check or other item will be provisionally credited to your account on the day of deposit, subject to collection. In some cases, we may either wait to credit your account or place a "hold" on your account for the amount of the check or other item, until a final disposition is made with respect to the check or item (this may happen, for example, when a deposited check is for a large amount or is drawn on an out-of-state or remote bank). If we do this, we will notify you at the time you make your deposit. We will also give you an estimate of how long we will have the "hold" on the check or item. If we decide to take this action after you have left the branch, we will mail you the notice by the next business day after we receive your deposit.

**STALE CHECKS.** We may, but shall not be obligated to, accept for deposit, any check that is presented more than six (6) months past the date that it was written.

**ELECTRONIC FUND TRANSFERS.** Electronic fund transfers are only permitted for savings accounts. We may, but shall not be required to, accept wire transfers. Electronic deposits involving the Automated Clearing House are not final until we receive final settlement of the incoming electronic deposit. All electronic fund transfers shall be subject to the terms, conditions and restrictions contained in our Electronic Fund Transfer Agreement which may from time to time be amended, and which shall be deemed a part of this agreement.

**FEES.** Your account is subject to certain fees as adopted by us and set forth in our fee schedule, which may be amended from time to time. When we render any service covered by the fee schedule, we will not provide you with notice prior to assessing the fee to the account. The fee schedule will be provided at the time the account is opened and may also be obtained from any of our branches. If there are any changes to the fee schedule which will adversely affect you, we will provide you with written notice at least thirty (30) days before the change, or as may be otherwise required by law.

**TRANSFER AND ASSIGNMENT.** You do not have any right to transfer your account or assign rights in your account, except and unless as provided in this section. By "transfer" we mean a transaction in which you give up all ownership interest in the account and give that ownership interest to another person. By "assign" and "assignment" we mean a transaction in which you give up only a portion of your rights in the account to another person.

We reserve the right to impose certain conditions, restrictions and limitations from time to time on any account transfer or assignment including, without limitation, consent to the transfer or assignment by all parties with ownership interests in the account, that such account be free from liens and encumbrances and that new account documents be signed by the transferee(s) or assignee(s). In the case of a transfer of a time certificate account, the certificate must be surrendered to us and then a new certificate will be issued to the transferee(s).

If you want to assign a portion of your rights in an account to another person, you must give us a written instrument of assignment that is acceptable to us. The assignment, if permitted, will be effective only when it is noted by us on our books. Depending upon the terms of the assignment, we may limit or restrict your rights to the account, including without limitation, to withdraw funds from the account. In the case of an assignment of a time certificate account, we must note the name of the assignee and the rights assigned, on the face of the certificate or on an attachment to the certificate.

**REQUEST FOR ACCOUNT CHANGES.** We reserve the right to approve or disapprove any account changes which you request regarding your account, and to condition any approval on your providing such additional documentation as we deem necessary or desirable and paying such fees as we may require.

**NOTICE OF YOUR ADDRESS OR NAME CHANGES.** You are responsible for notifying us in writing of any address or name change to your account, and for providing such confirming documentation as we may require. We are only required to attempt to communicate with you at the most recent address you have provided us. We may, but shall not be obligated to, accept oral notices. Any written notice you give us is effective when we receive it.



**ACCOUNTS OPENED ONLINE.** Information you provide in Finance Factors' online account opening process will be deemed accurate and current. FFL reserves the right to make changes to your information in our core database based on the information you provided in the online account opening process. Should you wish to update the information you initially provided during the online account opening process, please visit your nearest Finance Factors branch location or email customersupport@financefactors.com. You may also update your account information by enrolling in Finance Factors' Online Services at financefactors.com.

**FUNDS AVAILABILITY FOR ACCOUNTS OPENED ONLINE.** Since all opening deposits are received electronically via the Automated Clearing House we typically receive funds 2-3 business days after your account is opened. As such, funds may take 2-3 business days to appear in your account. All opening deposits for accounts opened online will also be subject to a 7-day hold from the time we deposit the funds to your account.

**ONLINE ACCOUNT CLOSING.** You may close your savings account online by transferring all available funds out of your account via our Online Services. Any account with a zero balance at the close of business will be automatically closed the following business day. If you choose to close your savings account using our Online Services, you must provide us with written notification within 10 days after the account is closed. If we do not receive written notification all interest accrued up to the day of closing will be forfeited. Online closings are not allowed for eCD accounts. If you want to close or withdrawal from your eCD account, you must visit one of our branch locations and provide proper identification. If you are unable to visit a branch please contact us @ (808) 522-2000 or info@financefactors.com.

**NOTICES TO YOU.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile.

**TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

**NOTICE OF AMENDMENTS.** Except as may be prohibited or restricted by law, we may change these terms and conditions at any time, and will inform you of any changes affecting your rights and obligations as a depositor by mailing a notice to your last known address as shown in our records or by posting a sign in each of our branches or by giving other notice as required by law. We do not have to notify you in advance if the change is necessary for security reasons or we are required by law to

make the change, unless advance notice is required by law. If you maintain your account after the effective date of the change, you will have been deemed to automatically agree and consent to the change. Any written notice we give you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your last known address as shown in our records. For joint owners accounts, any notice, statement or other material will be mailed, delivered or given to only one of you, but shall be considered mailed, delivered and given to all of you, unless we are required by law to give notice to each one of you.

**DORMANT ACCOUNTS.** After three (3) years of no activity or transactions on your account, contact with you or communication from you regarding your account, your account will be placed on a dormant status, until your account becomes reactivated, is closed or is turned over to government authorities as required by law. For dormant accounts, we will only send notices and statements as may be required by law, and if not required by law, then as we may elect to do so in our sole discretion.

**ESCHEAT ACCOUNTS.** After five (5) years of no activity on your account, contact with you or communication from you regarding your account, the funds in your account may be presumed abandoned under certain circumstances and subject to escheat to the State of Hawaii. This means the funds would be transferred to the State of Hawaii as unclaimed or abandoned property. If required by law, we will send you a notice if your account is subject to escheat. Such notice will be mailed to you at your last known address as shown on our records. Once funds have been turned over to the State, your account will be closed and we shall have no further responsibility or liability to you regarding such account or funds. If you choose to reclaim such funds, you must apply to the appropriate governmental agency.

**SUSPENDED ACCOUNTS.** We may suspend your account (not permit any account transactions) for any of the following reasons: (a) we have reason to believe your account is involved in or affected by legal proceedings; (b) we receive inconsistent or conflicting instructions concerning your account from owners, signatories or anyone else who has or claims rights, or interests with respect to your account, or there are conflicts or disputes among owners, signatories or anyone else who has rights, duties or interests with respect to your account; (c) we receive a legal order affecting your account, such as, for example, a lien, levy, garnishment or attachment; (d) your account secures an obligation to us or another party; (e) required documentation has not been presented; or (f) you fail to pay any loan or other credit obligation you have with us on time or are otherwise in default under any such loan or credit obligation. While your account is suspended, we have the right, at our option, to prohibit any account transactions regarding your account, including without limitation, transfers, assignments, payments or withdrawals from your account. Your account will remain suspended until the matter is resolved to our satisfaction. We reserve the right, but shall not be obligated, to submit any claim or controversy regarding the account to any court of competent jurisdiction. Unless otherwise provided in this agreement or prohibited by law, you shall pay all costs and expenses we incur, including our attorneys' fees, in connection with your suspended account, whether or not we initiate any court or other legal action, and we may charge and recover such costs and expenses from any of your accounts, without any notice to you. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**CONFLICTING CLAIMS.** If conflicting claims have been made to the funds in your account, we may deposit the balance of the account (less amounts due us) with a court of competent jurisdiction and ask the court to resolve the conflict. If we do this, we can charge and recover the costs and expenses we incur, including our attorneys' fees, from the account and/or you. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**LEGAL PROCESS.** A legal order, such as, for example, a lien, levy, garnishment or attachment, from a court or other government authority, may require us to suspend your account and/or hold or deliver funds in your account. When we receive such an order, you will be liable for all costs and expenses that we incur in responding to such legal order, including attorneys' fees and costs, and we may charge and recover such costs and expenses against any of your accounts, without any notice to you, unless prohibited by law. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**TERMINATION OF ACCOUNT.** We may terminate and close your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or signatories on the account; (b) we have reason to believe a forgery, fraud or other wrongful or improper act has been or is about to be committed involving your account; (c) there is a dispute regarding the account, including without limitation, the ownership of the account or of the funds in the account; (d) your certificate is lost or stolen; (e) you fail to comply with the terms and conditions of your account; (f) you have made any misrepresentations in connection with your account; or (g) your account is escheated to the State of Hawaii. In addition, except as may be otherwise prohibited or restricted by law, we may, for any other reason (including, without limitation, our discontinuation of any type of account), terminate and close your account or convert your account to a new or different type of account or may require you to close your account and apply for and/or convert to a new or different type of account, at any time upon giving you thirty (30) days advance written notice. We reserve the right, but shall not be obligated, to require all owners of an account to provide written consent to terminate and close an account.

**WAIVERS.** No waiver of any term or condition of this agreement or any other term or condition of your account will be valid unless it is in writing and signed by one (1) of our authorized officers. If we waive a term or condition on one occasion, that does not obligate us to waive that term or condition on another occasion.

**RIGHT OF SET-OFF.** If you ever owe us money, as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called set-off) and under this agreement (by which you hereby grant us a security interest in your account) to use money from any of your account(s) to pay your debt(s), any costs or expenses incurred by us in enforcing our rights, including reasonable attorneys' fees, and the costs of any litigation or other legal proceeding relating to your debt(s). For accounts owned by more than one (1) person, we may exercise this right to pay individual debts of any owner of the account. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies. We will notify you after we exercise this right.

**INDEMNITY.** You agree to indemnify and hold us harmless for, from and against all losses, costs, expenses, claims, liabilities, damages, and attorneys' fees incurred by us arising from or related to (a) your failure to comply with the terms and conditions of this agreement or any account document, (b) our involvement in a dispute between you and another owner or third party in connection with your account, or (c) failure by you to exercise due care in handling your account. You authorize us to deduct such indemnity amounts from your account(s) without any prior notice to you. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**ATTORNEYS' FEES.** In the event of any lawsuit or other legal proceeding involving a dispute between you and us concerning this agreement and/or your account(s), the prevailing party will be entitled to its fees and expenses, including reasonable attorneys' fees. Additionally, you will be responsible to pay our attorneys' fees and other costs and expenses incurred as a result of our involvement in a dispute between you and another owner or third party, or as a result of our having to bring a legal action or other proceeding to enforce the terms of this agreement.

**SEVERABILITY.** If any portion of this agreement is held by any court of law to be invalid or unenforceable, the remainder of this agreement shall continue to remain valid and enforceable, and shall continue in full force and effect.

**HEADINGS.** The headings that precede each section are for ease of reference only and are not to be construed as limiting or affecting the meaning of the language that follows.

**GOVERNING LAW.** The account documents including this agreement and the rights and obligations we both have, are governed by and interpreted according to applicable Hawaii and Federal law. In the event any terms or provisions of this agreement conflict with or are inconsistent with any applicable Hawaii or Federal law, that law shall control, prevail and take precedent over such conflicting or inconsistent terms or provisions. If any applicable State or Federal law relates to any aspect of your account that is not covered in this agreement, then such State or Federal law shall apply. Any legal action regarding this agreement shall be brought in the State of Hawaii.

## **ADDITIONAL TERMS AND CONDITIONS FOR ALL SAVINGS ACCOUNTS**

**MINIMUM OPENING DEPOSIT.** The amount of the minimum opening deposit depends upon the type of account selected and is described in the addendum/disclosure that is applicable to such account.

**MAXIMUM BALANCE.** We may set a maximum permitted balance for your account. If we do so after you have opened an account that did not have a maximum balance at the time of account opening, we will provide you notice thirty (30) days before we impose this limitation.

**INTEREST RATE AND ANNUAL PERCENTAGE YIELD.** All savings accounts are variable-rate accounts. At our discretion, we may change the interest rates and annual percentage yields on the accounts (including your account) at any time, and as many times after the accounts (including your account) are opened, without giving you any prior notice. The initial interest rate and annual percentage yield for each account are the interest rate and annual percentage yield in effect on the date the account is opened, for that type of account and for the amount deposited. The annual percentage yield measures the total amount of interest paid on an account based on the initial interest rate in effect when the account is opened and the frequency of compounding, for a one (1) year (365-day) period. The annual percentage yield is expressed as an annualized rate and assumes that the interest rate will not change, that interest will remain on deposit, and that no other transactions (deposits or withdrawals) occur, during the first year (365-day period). Any withdrawals will reduce earnings. For the current interest rates and annual percentage yields, refer to our current rate schedule or call us at the telephone number shown on our rate schedule during our normal business hours.

**INTEREST CALCULATION.** Interest is computed on the basis of a 365-day period. Interest is calculated daily. We use the daily balance method to calculate the interest on each account. This method applies a daily periodic rate (based on the interest rate in effect for your account for that day) to the full amount of principal in the account at the end of each day. The manner and frequency with which interest will be credited to your account and compounded depends upon the type of account selected (please refer to the addendum/disclosure for the type of account selected).

**INTEREST ACCRUAL.** Interest begins to accrue on cash and non-cash deposits (for example, checks) on the date of your deposit if made in person, or on the first business day after our receipt of your cash or non-cash deposit if not made in person. If you withdraw funds or close your account in our branch before any accrued interest is credited, you will receive the accrued interest on the withdrawn funds, up to the day prior to the day you withdraw the funds or close your account. This does not apply to accounts closed online. Please see Online Account Closing for more information.

**DEPOSITS.** You can make deposits at any of our branches or by mail addressed to the branch where your account is maintained. If you deposit a check or other item by mail, you should endorse it "for deposit" followed by the signature of all payees and your account number.

**WITHDRAWALS.** You may make withdrawals of available funds from your account at any of our branches. You can do so by giving us a completed and signed withdrawal request on the form we have provided. We reserve

the right to require at least seven (7) days written notice prior to any withdrawal from your account. Also, you may not make more than six (6) transfers and/or withdrawals during any calendar month or thirty (30) day statement period from your account to another account with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, including any arrangement with us to pay a third party from your account (a) at a predetermined date, (b) on a fixed schedule, or (c) upon written orders, including orders received through the Automated Clearing House (ACH), and only three (3) of these six (6) transfers and/or withdrawals can be made by check or similar order to a third party. In addition, in certain situations, your right to withdraw may be affected by our hold policy.

We reserve the right to refuse any withdrawal or transfer request that exceeds the limit described in the previous paragraph or to impose conditions on our honoring of such request. If we honor your request, we are not required to similarly honor any future request of a similar nature. We reserve the right to close your account if you consistently exceed the limits on withdrawals or transfers.

**STATEMENTS.** We will mail you a statement at least once each calendar quarter showing all of the transactions in your account, even if there are no transactions in a particular quarter. You agree that it is your responsibility to examine each statement and accompanying materials with reasonable promptness and to notify us of any error, discrepancy or irregularity within a reasonable time but in no event longer than thirty (30) days after the date of the statement is mailed or otherwise made available to you. If you discover (or reasonably should have discovered) any error, discrepancy, unauthorized signatures, alterations or any irregularity concerning your statement or any aspect of your account, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share any loss with us, or bear such loss entirely yourself.

**FEES.** Your account is subject to certain fees that are shown on a fee schedule. We reserve the right to change the fee schedule from time to time. In addition, certain fees may be charged on certain accounts. The addendum/disclosure for each account will describe these fees.

## **ADDITIONAL TERMS AND CONDITIONS FOR ALL TIME CERTIFICATE ACCOUNTS**

**MINIMUM OPENING DEPOSIT.** The required minimum opening deposit and balance, if any, depends on the type of account and is described in the addendum/disclosure that applies to each account.

**MAXIMUM BALANCE.** We may set a maximum permitted balance for your account. If we do so after you have opened an account that did not have a maximum balance at the time of account opening, we will provide you notice as required by law depending on the term of our account.

**CERTIFICATE.** When you open a time certificate account we will give you a certificate. The certificate will show the amount of deposit, date of deposit, term, maturity date, interest rate and annual percentage yield for the applicable account. Keep this certificate in a safe place.

**INTEREST RATE AND ANNUAL PERCENTAGE YIELD.** The interest rate and annual percentage yield for each account are the interest rate and

annual percentage yield in effect on the date the account is opened or renewed, for that type of account and for the amount deposited and the term chosen. The interest rate and annual percentage yield are fixed as of the date the account is opened or renewed, and remain in effect until the maturity date of the initial term or any renewed term as may be the case. For accounts where interest is compounded during the term, the annual percentage yield assumes that interest will remain on deposit until the maturity date, and thus any withdrawals (including by check to you or by deposit to another account with us) will reduce earnings. For the current interest rates and annual percentage yields, refer to our current rate schedules or call us at the telephone number shown on our rate schedules during our normal business hours.

**MINIMUM BALANCE.** In order to obtain the disclosed annual percentage yield, you must maintain at least the minimum balance amount in the account each day throughout the entire term. If you withdraw any principal on deposit in your account before the maturity date, the remaining principal left on deposit must meet the minimum balance requirements (being the minimum opening deposit amount for your type of account) or your account will be closed.

**INTEREST CALCULATION.** Interest is computed on the basis of a 365-day year. Interest is calculated daily. We use the daily balance method to calculate the interest on each account. This method applies a daily periodic rate (based on the interest rate in effect at the time you opened or renewed the account) to the full amount of principal in the account at the end of each day.

**INTEREST ACCRUAL.** Interest begins to accrue on cash and non-cash deposits (for example, checks) on the date of your deposit if made in person, or on the first business day after our receipt of your cash or non-cash deposit if not made in person. If you withdraw principal and/or close your account before any accrued interest is credited, you will not receive the accrued interest on the withdrawn principal.

**INTEREST CREDITING.** The frequency of interest crediting depends on the type of account you have and is described in the addendum/disclosure that applies to such account.

**INTEREST COMPOUNDING.** The frequency of interest compounding depends on the type of account you have and is described in the addendum/disclosure that applies to such account.

**TRANSACTION LIMITATIONS.** Unless specifically permitted by the type of account, you may not make additional deposits into an account after it is opened. Also, we may, but shall not be required to, allow you to withdraw principal from the account, prior to the maturity date.

**AUTOMATIC RENEWAL.** All accounts will renew automatically at maturity. If, however, you do not wish to renew your account, you must provide us with written instructions not to renew and must withdraw your funds by no later than: two (2) business days (i.e., days on which our offices are open for business) after the maturity date, for accounts with a term of one (1) month or less; or, ten (10) calendar days after the maturity date, for accounts with a term longer than one (1) month, in order to avoid being charged a penalty. The term of the renewed certificate begins on the maturity date of your expired certificate. The term of the renewed certificate will be as follows:

<b>Current Term</b>	<b>Renewed Term</b>
3-5 months	3 months
6-8 months	6 months
9-11 months	9 months
12-17 months	12 months
18-23 months	18 months
24-35 months	24 months
36-47 months	36 months
48 months and longer	48 months

The interest rate and annual percentage yield on the renewed certificate will be that offered by us on the maturity date of your expired certificate for a time certificate with an equivalent amount and term as your renewed certificate. We will give you written notice as required by law before your certificate matures.

**EARLY WITHDRAWAL PENALTIES.** We reserve the right to refuse to allow early withdrawal of any portion of the principal amount of your account at our discretion. If we allow you to make an early withdrawal of the principal in your account, a penalty may be imposed as described in the addendum/disclosure that applies to such account.

The amount of the early withdrawal penalty depends upon the type and term of the certificate, the amount of principal withdrawn, and the interest rate in effect for the certificate. The penalty is calculated on a simple interest basis and is equal to the amount of interest (based on the amount of principal withdrawn at the interest rate then in effect) for the designated penalty period.

If you withdraw principal before the maturity date of your certificate, the penalty may be more than the interest you have earned. If the penalty exceeds the amount of interest earned up to the date of the withdrawal, the difference will be deducted from the principal balance. This means you will not receive the full amount of principal that you deposited.

No early withdrawal penalty will be assessed if the withdrawal is made as a result of an account owner's death or medically or judicially declared incompetency, or involuntarily as a result of legal process (e.g., levy, garnishment or court order) provided that the account is in the account owner's individual name and capacity.

**LOST CERTIFICATE.** If you lose the certificate, you must give us satisfactory proof of the loss. Our requirements and procedures regarding proof of loss vary from time to time, depending on regulatory and other requirements. When you give us satisfactory proof of the loss of the certificate, we will note the loss in our records. We will also issue you a replacement certificate. The replacement certificate will show the exact same terms (i.e., amount of deposit, date of deposit, term, maturity date, interest rate and annual percentage yield) as your lost certificate. The replacement certificate will also be subject to the terms of this agreement. When we issue the replacement certificate to you, we will have no further liability or responsibility to you with respect to the lost certificate.

**FEES.** Your account is subject to certain fees that are shown on a fee schedule. We reserve the right to change the fee schedule from time to



time. In addition, certain fees may be charged on certain accounts. The addendum/disclosure for each account will describe these fees, if any.

**REDEMPTION OR NON-RENEWAL OF ACCOUNT.** We may redeem the certificate at any time by giving you written notice thirty (30) days prior to the date of redemption. You do not have any right to demand payment of the principal and accrued interest evidenced by the certificate except as this agreement and your certificate provide. When we send you written notice of redemption, interest will continue to accrue on your account until the first of the following occurs: (1) the end of the thirty (30) day period following the notice of redemption; or (2) the balance of funds in your account is made available to you. The balance may be made available to you by a check in the amount of your account balance issued in your name or by some other means. After termination of the account, this agreement will continue to govern our and your rights and obligations with respect to the account, the certificate and anything else related to them. We also reserve the right not to renew any account.



**FINANCE FACTORS**

SAVINGS • CDs • MORTGAGES



# FINANCE FACTORS

SAVINGS • CDs • MORTGAGES

## **ADDENDUM AND ADDITIONAL DISCLOSURES FOR FINANCE FACTORS eSAVINGS PLUS ACCOUNTS**

**DEPOSIT ACCOUNT AGREEMENT.** This Addendum is part of the master Deposit Account Agreement that was provided to you as part of opening your account.

**MINIMUM OPENING DEPOSIT.** A minimum opening deposit and balance of \$10,000 is required. The \$10,000 opening deposit must be electronically transferred from a financial institution other than Finance Factors.

**INTEREST CREDITING AND COMPOUNDING.** Interest is credited to your account and compounded on a monthly basis (each calendar month). Interest rate is subject to change at any time without notice.

**FEES.** Balances below the minimum \$10,000 opening deposit will earn .10% for each day the balance is below the minimum and a \$15 monthly service fee will be charged to the account for each month that the account is below the minimum balance at any time during the month. A \$50 early closing fee will be charged if the account is closed within 90 days of opening.

**OTHER RESTRICTIONS.** The eSavings Plus Account is available to State of Hawaii residents only. eSavings Plus Account is a special product that's only available to Finance Factors Online Services users.

**APPLICATIONS.** Applicants must submit a complete eSavings Plus account application to Finance Factors. Finance Factors will not complete eSavings Plus accounts applications on behalf of any applicants. If an eSavings Plus account application remains incomplete for more than thirty (30) calendar days, Finance Factors reserves the right to cancel the incomplete application.

**SIGNATURE CARD.** When you have occasion to visit a branch, you may be asked to complete a signature card.



Member FDIC  
NMLS #449916

DEP-8 (8/18)

# FOR MORE INFORMATION FROM THE FDIC

**Call toll-free**  
1-877-ASK-FDIC (1-877-275-3342)

**Hearing impaired line**  
1-800-925-4618

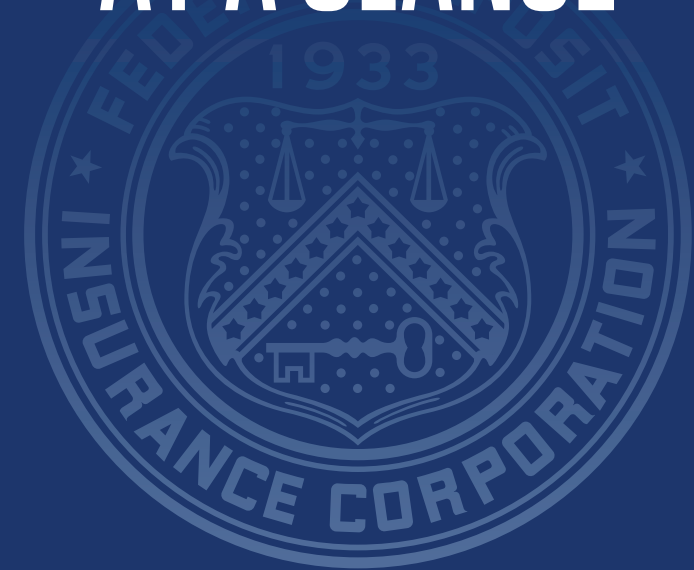
**Calculate insurance coverage using EDIE**  
The Electronic Deposit Insurance Estimator – known as EDIE – is an online tool that's simple and easy to use. To calculate your deposit insurance coverage, use EDIE at: [www.fdic.gov/edie](http://www.fdic.gov/edie).

**Read more about FDIC insurance online**  
at: [www.fdic.gov/deposit/deposits](http://www.fdic.gov/deposit/deposits)

**Send questions by e-mail**  
Use the FDIC's online Customer Assistance Form at: [www2.fdic.gov/starsmail](http://www2.fdic.gov/starsmail)

**Mail questions**  
Federal Deposit Insurance Corporation  
Attn: Deposit Insurance Section  
550 17th Street, NW  
Washington, DC 20429

# DEPOSIT INSURANCE AT A GLANCE



Federal Deposit Insurance Corporation

FDIC-002-2014



# FDIC DEPOSIT INSURANCE

Since 1933, the FDIC seal has symbolized the safety and security of our nation’s financial institutions. FDIC deposit insurance enables consumers to confidently place their money at thousands of FDIC-insured banks across the country, and is backed by the full faith and credit of the United States government.

FDIC deposit insurance coverage depends on two things: (1) whether your chosen financial product is a deposit product; and (2) whether your bank is FDIC-insured.

## THE FDIC COVERS

- Checking accounts
- Negotiable Order of Withdrawal (NOW) accounts
- Savings accounts
- Money Market Deposit Accounts (MMDAs)
- Time deposits such as certificates of deposit (CDs)
- Cashier’s checks, money orders, and other official items issued by a bank

## THE FDIC DOES NOT COVER

- Stock investments
- Bond investments
- Mutual funds
- Life insurance policies
- Annuities
- Municipal securities
- Safe deposit boxes or their contents
- U.S. Treasury bills, bonds or notes

Depositors do not need to apply for FDIC insurance. Coverage is automatic whenever a deposit account is opened at an FDIC-insured bank or financial institution. If you are interested in FDIC deposit insurance coverage, simply make sure you are placing your funds in a deposit product at the bank.

# COVERAGE LIMITS

The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category.

The FDIC provides separate coverage for deposits held in different account ownership categories. Depositors may qualify for coverage over \$250,000 if they have funds in different ownership categories and all FDIC requirements are met.

All deposits that an accountholder has in the same ownership category at the same bank are added together and insured up to the standard insurance amount.

## FDIC DEPOSIT INSURANCE COVERAGE LIMITS BY ACCOUNT OWNERSHIP CATEGORY

**SINGLE ACCOUNTS**  
OWNED BY ONE PERSON

**\$ 250,000**  
PER OWNER

**JOINT ACCOUNTS**  
OWNED BY TWO OR MORE PERSONS

**\$ 250,000**  
PER CO-OWNER

**CERTAIN RETIREMENT ACCOUNTS**  
INCLUDES IRAS

**\$ 250,000**  
PER OWNER

**REVOCABLE TRUST ACCOUNTS**

**\$ 250,000**  
PER OWNER PER UNIQUE BENEFICIARY

**CORPORATION, PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS**

**\$ 250,000**  
PER CORPORATION, PARTNERSHIP OR UNINCORPORATED ASSOCIATION

**IRREVOCABLE TRUST ACCOUNTS**

**\$ 250,000**  
FOR THE NONCONTINGENT INTEREST OF EACH UNIQUE BENEFICIARY

**EMPLOYEE BENEFIT PLAN ACCOUNTS**

**\$ 250,000**  
FOR THE NONCONTINGENT INTEREST OF EACH PLAN PARTICIPANT

**GOVERNMENT ACCOUNTS**

**\$ 250,000**  
PER OFFICIAL CUSTODIAN (MORE COVERAGE AVAILABLE SUBJECT TO SPECIFIC CONDITIONS)

# WHEN A BANK FAILS

A bank failure is the closing of a bank by a federal or state banking regulatory agency, generally resulting from a bank’s inability to meet its obligations to depositors and others. In the unlikely event of a bank failure, the FDIC acts quickly to ensure depositors get prompt access to their insured deposits.

FDIC deposit insurance covers the balance of each depositor’s account, dollar-for-dollar, up to the insurance limit, including principal and any accrued interest through the date of the insured bank’s closing.

The FDIC acts in two capacities following a bank failure:

1. As the “Insurer” of the bank’s deposits, the FDIC pays deposit insurance to the depositors up to the insurance limit.
2. As the “Receiver” of the failed bank, the FDIC assumes the task of collecting and selling the assets of the failed bank and settling its debts, including claims for deposits in excess of the insured limit.



# FINANCE FACTORS

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## ELECTRONIC FUND TRANSFER AGREEMENT

Since some of your transactions with **Finance Factors, Limited** may involve electronic deposits and payments, known as “electronic transfers,” we are providing you with this Agreement to explain our mutual responsibilities and liabilities, as well as some other aspects of these transactions. This Agreement applies to all electronic transfers that you authorize a third party to make into your account(s) with us, and to all electronic transfers that you authorize us to make from your account(s) with us. In this Agreement, “you” and “your” refer to each person using electronic transfers and “we,” “us,” “our,” and “bank” refer to Finance Factors, Limited.

By using our electronic transfer services, you agree to the terms and conditions contained in this Agreement. We agree to complete your authorized Electronic Fund Transfers, which are governed by the Electronic Fund Transfer Act, under the terms and conditions of this Agreement. Certain other electronic transfers, often referred to as “wire transfers”, through the Federal Reserve Communications System or other similar networks, are governed by Article 4A of the Uniform Commercial Code and Section 490:4A-101, et seq, HRS, and will be accepted for processing or change only at our discretion.

### 1. CONSUMER LIABILITY

You must tell us AT ONCE if you believe that an electronic transfer has been or will be made without your permission. Telephoning is the best way of keeping your possible losses down.

If your statement shows an Electronic Fund Transfer that you did not make, you must notify us AT ONCE. If you do not notify us within 60 days after the statement was mailed to you, you may not recover any money you lost after this 60-day period if we can show that we could have prevented the loss if you had notified us in

time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we may extend the time period.

In all cases involving unauthorized wire transfers, you must notify us within 14 days after your statement showing the unauthorized transfer was sent to you or you may not be able to recover any loss, including interest, from us. No extensions of this 14 day period are available.

## **2. CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFER**

If you believe a transfer has been or will be made without your permission, immediately call our EFT Division at (808) 522-2000 or toll-free at 1-800-648-7136. Or, you may write to us at Finance Factors, Ltd., Attn: EFT Division, P. O. Box 3979, Honolulu, Hawaii 96812-9979.

## **3. BUSINESS DAYS**

Our business days are Monday through Friday, except for bank holidays.

## **4. ELECTRONIC TRANSFER SERVICES**

Electronic Fund Transfer services are available with our savings accounts but not our time deposit accounts. Wire transfers are not limited by account type but will be accepted for processing or change only at our discretion.

## **5. RESTRICTED TRANSACTIONS**

Restricted transactions as defined by Federal Reserve Regulation GG are prohibited from being processed through your account(s) or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

## **6. LIMITATIONS ON FREQUENCY OF TRANSFERS**

You may make up to six (6) Electronic Fund Transfers per month from your savings account with us for the purpose of making payments or transferring funds to another account.

## **7. FEES**

We will only charge you for your use of electronic transfers in accordance with our current Fee Schedule (see separate Fee Schedule, which is subject to change from time to time). 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.

## 8. DOCUMENTATION

You will receive a statement for each month in which an electronic transfer other than a wire transfer affects your account. Otherwise you will receive the normal quarterly savings account statement. We are not obligated to notify you of your electronic transfers in any other manner.

## 9. PREAUTHORIZED DEPOSITS; PREAUTHORIZED PAYMENTS; STOP PAYMENTS

- a. **PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same third party, you can call us at the number listed in paragraph 2 above to find out whether or not the deposit has been made. These deposits will appear on your periodic statement. We are not required to accept an electronic deposit to your account resulting from a wire transfer. In the event we accept a wire transfer deposit, we will not be responsible for any loss, including interest or attorney's fees, you may claim relating to your late receipt of notice of deposit. For electronic deposits involving the Automated Clearing House, such transfers are not considered final until we receive final settlement of the deposit. We have the right to reserve these deposits from your account if we do not receive this final settlement.
- b. **PREAUTHORIZED PAYMENTS.** If you arranged with a third party for regular electronic payments to be made from your account with us, these payments will appear on your periodic statement. If these regular payments may vary in amount, the third party must notify you, at least 10 days before each payment date, when the payment will be made and how much it will be. You may choose instead to receive this notice only when the electronic payment differs by more than a certain amount from the previous one, or when the amount falls outside a certain range of amounts specified by you. If a wire transfer we initiate is rejected, we will send you notice of rejection no later than the business day following our notification of the rejection. We will not be responsible for any loss, including interest or attorney's fees, you may claim resulting from your late receipt of a rejection notice.
- c. **STOP PAYMENTS.** If you have authorized us in advance to make regular electronic payments from your account, you can stop these payments by notifying us at least 3 business days before the payment is scheduled to be made. You may call us at the number listed in paragraph 2 above, but we may also require you to put your request in writing and deliver it to us at the address listed in paragraph 2 above within 14 days

after you call. If you order us to stop any preauthorized payment at least 3 business days before the payment is scheduled, and we do not do so, we may be liable for your losses or damages. We are not required to accept any stop payment or change requests relating to wire transfers. We may, in our discretion, use reasonable efforts to stop a payment or change your authorized wire transfer. If we do so, we will not be liable for any loss, including interest or attorney's fees, you may claim resulting from our failure to stop a payment or change your request in a timely manner.

## **10. OUR LIABILITY**

If we do not complete an electronic transfer to or from your account on time or in the correct amount, according to your authorization, we may be liable for your losses or damages. However, we will not be liable under the following circumstances:

- a.** Through no fault of ours, you do not have enough funds in your account to complete the transaction;
- b.** Through no fault of ours, we have not actually received enough funds to cover the electronic deposit from the third party;
- c.** If the funds in your account are subject to legal process or other encumbrance restricting the electronic transfer;
- d.** If our processing system was not working properly and you knew about the problem when you started the electronic transfer;
- e.** If circumstances beyond our control (such as flood or fire or acts of God) prevent the electronic transfer from being completed, despite reasonable precautions that we have taken;
- f.** If this Agreement is terminated;
- g.** If the authorization for your electronic transfer is revoked or suspended by law or court order, or
- h.** Other exceptions may be provided in other agreements we have with you or by applicable law.

## **11. CONFIDENTIALITY**

We may disclose information to third parties about your account or the electronic transfers you make:

- a.** Where it is necessary for completing an electronic transfer or resolving an error related to your electronic transfer;



- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c. In order to comply with government agency or court orders;  
or
- d. If you give us your permission.

## **12. RELIANCE**

We will rely on the identifying numbers and other information you provide us in processing your electronic transfers. We will not be responsible for any conflict between these numbers and the identities of the parties or accounts involved.

If we agree to accept your request to initiate, change, or stop a wire transfer, then you must follow security procedures to verify the authenticity of and detect any errors in the transfer. We will not be responsible for any losses or damages if we followed the applicable security procedures in processing the unauthorized wire transfer.

## **13. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

You must telephone us at (808) 522-2000 or toll free at 1-800-648-7136 or write us at Finance Factors, Limited, Attn: EFT Division, P. O. Box 3979, Honolulu, Hawaii 96812-9979, as soon as you can, if you think your statement is wrong or if you need more information about an Electronic Fund Transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When reporting an error or requesting more information:

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you also send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation 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 re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If your request relates to a wire transfer or is a routine inquiry, such as a request for the balance in your account or for documents for tax purposes, we will not treat your request as relating to an error and our response may take longer than the periods described above and will not involve any re-crediting.

#### **14. OTHER AGREEMENTS**

This agreement governs electronic transfers from and into your account(s) with us. These accounts are also governed by the account agreement applicable to each account.

#### **15. AMENDING THIS AGREEMENT**

We have the right to terminate or amend this agreement at any time. We will notify you at least 30 days before an amendment will take effect if it will increase your fees or liability, limit your ability to make electronic transfers, or adversely affect your account in any way. We do not have to notify you in advance if a change is necessary for security reasons.

#### **16. APPLICABLE LAW**

The laws of the State of Hawaii will govern this Agreement.





# FINANCE FACTORS

SAVINGS • CDs • MORTGAGES

## Fee Schedule

Effective April 1, 2006

### Below Minimum Balance Fees

- Regular Savings Account (No longer offered) \$ 5.00 per quarter
- Incentive Savings Account \$ 5.00 per month
- Jumbo Savings Account \$ 5.00 per month
- Akamai Savings Account \$ 15.00 per quarter

### Early Closing Fees

- Regular Savings Account (No longer offered) \$ 25.00
- Incentive Savings Account \$ 25.00
- Jumbo Savings Account \$ 25.00
- Money Market Savings Account \$ 35.00
- Akamai Savings Account \$ 50.00
- Ali'i Savings Account \$ 50.00

**IRA/CESA Transfer Fee** \$ 35.00

**Replacement Certificate of Deposit** \$ 10.00 per certificate

### Travelers Cheques

- Finance Factors Customers No Charge
- Non-Customers 1.50% of amount purchased

### Checks Issued to Third Party

- First Check Per Day No Charge
- Additional Checks on the Same Day \$ 10.00 per check

### Notary Public

- For original document and one duplicate original \$ 5.00 per party signing
- For each duplicate original thereafter \$ 2.50 per party signing

### Research

- Response to Document Request \$ 30.00 per hour or fraction thereof
- Copying Fee \$ 0.50 per page
- Off-Site Retrieval Fee \$ 10.00 per box

**Response to Legal Process/Subpoenas** \$ 50.00 per hour

**Returned Draft Fee** \$ 20.00 per draft

**Returned Check Fee** \$ 20.00 per check

**Stop Payment** \$ 20.00 per check

### Wire Transfers

- Incoming \$ 20.00 per order
- Outgoing \$ 75.00 per order





**Facts** What does Finance Factors, Ltd. do with your personal information?

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

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

- Social Security Number and Income
- Account Balances and Payment History
- Credit History and Credit Score

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

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Finance Factors, Ltd. chooses to share; and whether you can limit this sharing.

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

**Questions?** Please call us at 1-800-648-7136 or visit our website at [www.financefactors.com](http://www.financefactors.com)



<b>Who we are</b>	<p><b>Who is providing this notice?</b> Finance Factors, Ltd.</p>
<b>What we do</b>	<p><b>How does Finance Factors, Ltd. protect my personal information?</b> To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We use Secure Socket Layer (SSL) technology that encrypts (scrambles) online information so it transfers privately between you and our network. We also restrict access to your personal information to those employees who need to know that information to provide products or services to you.</p> <p><b>How does Finance Factors, Ltd. collect my personal information?</b> We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills</li> <li>• Apply for a loan</li> </ul> <p>We also collect your personal information from others, such as credit bureaus and other companies.</p> <p><b>Why can't I limit all sharing?</b> Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	<p><b>Affiliates:</b> Companies related by common ownership or control. They can be financial and nonfinancial companies. Finance Factors, Ltd. does not share with our affiliates.</p> <p><b>Non-Affiliates:</b> Companies not related by common ownership or control. They can be financial or nonfinancial companies. Finance Factors, Ltd. shares only as described in this notice.</p> <p><b>Joint Marketing:</b> A formal agreement between nonaffiliated companies that together market financial products or services to you. Finance Factors, Ltd. does not participate in joint marketing.</p>
<b>Other Important Information</b>	<p>In order to preserve your trust in us, we want you to understand what information we collect and how we use it. To provide you with efficient and effective customer service, we need to use and at times provide your personal information to others. We do this in order to properly maintain and/or service your account, to offer you the array of financial products and services you need to accomplish your goals, and to comply with various laws and regulations. We also use technology to manage and maintain customer information. We want to assure you that we will take precautions to protect your personal information against misuse.</p>