

## **Pacific Rim Bank Internet Banking Services Access Agreement and Disclosure**

Please read carefully the Agreement below. This agreement includes your rights and obligations as a user of Pacific Rim Bank Internet Banking Services (“Internet Banking Services”). It also describes the rights and obligations of Pacific Rim Bank (“The Bank”). By enrolling and/or using the Internet Banking Service, 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 Internet Banking Services that you have downloaded, printed, or otherwise received a copy of the terms and conditions and that you understand them.

The Internet Banking Services Access Agreement and Disclosure explains the terms and conditions governing the use of the Bank’s Internet 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 Internet Banking Services.

“Bill Pay” refers to the Internet Banking Bill Payment Services.

“External Transfer” refers to the Internet Banking External Transfer Services.

Your initial use of our Internet 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. You must be at least 18 years of age, and you must have a valid Social Security number in order to request Internet Banking Services.

## **Internet Banking Access**

You may access the Internet Banking Service through our website at [www.pacificrimbank.com](http://www.pacificrimbank.com). 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**

Internet Banking Services ([www.pacificrimbank.com](http://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 ID and Passcode/Password**

For security purposes, you are required to create your Passcode (“password”) and your Access ID code when applying for Pacific Rim Bank Internet Banking Services. 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. Passwords must be at least 6 characters long and must contain one numeric and one alpha character. It is recommended that special characters be added for increased 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, please click on the “forgot your passcode” link on the Pacific Rim Bank website. However, in order to use this service you must input your Access ID, social security number and the account number of one of your Pacific Rim Bank online accounts. If you are not able to reset the passcode using the “forgot your passcode” link, contact our customer service representatives and we shall assist you in arranging a new password. 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 Internet Banking Services. However, if you choose to enroll in the Premium Internet Banking Bill Payment service there will be a monthly charge. Please refer to the Bank’s fee schedule for the current monthly charge for the Premium Internet Banking 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 Internet 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. Internet 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 2:30 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.

## **External Transfers**

You can transfer funds between your Pacific Rim Bank accounts and your pre-authorized accounts at other financial institutions in Hawaii or anywhere in the United States. External Transfers may be made 24 hours a day, seven days a week. All outgoing transfers are subject to available funds and will be deducted from your account immediately after we process your request(s).

Outgoing fund transfers completed before 12:00 PM (HST) on a business day will be posted to your account the same day and will be posted to your account at your external financial institution within as many as three business day depending on your external financial institution's procedures for processing ACH transactions. Outgoing funds transfers completed after 12:00 PM (HST) on a business day will be posted to your account the next business day and will be posted to your account at your external financial institution within as many as three business day after that depending on your external financial institution's procedures for processing ACH transactions. Outgoing funds transfers completed on the weekend or on a holiday will be posted to your account the first business day after the weekend or holiday and will be posted to your account at your external financial institution within as many as three business day after that depending on your external financial institution's procedures for processing ACH transactions. All funds availability for outgoing transfers will be dependent on your external financial institution's funds availability policy.

Incoming fund transfers completed before 12:00 PM (HST) on a business day will be posted to your account, and funds will be available, within three business days depending on your external financial institution's procedures for processing ACH transactions. Incoming funds transfers completed after 12:00 PM (HST) on a business day will be posted to your account, and funds will be available, within three business day after that depending on your external financial institution's procedures for processing ACH transactions. Incoming funds transfers completed on the weekend or on a holiday will be posted to your account and will available, within three business day after that depending on your external financial institution's procedures for processing ACH transactions.

The number of transfers you are allowed to make to and 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. You may also be limited by the terms and conditions in the deposit account agreement and other related product disclosures for your external financial institution account. Please check with your external financial institutions for any transfer limitations on your accounts.

If an External Transfer is not processed because there are insufficient funds in the funding account, we are not responsible for the failure of this transaction. You will receive a message within your Internet Banking Service advising you that the External Transfer could not be processed. In the instance the Incoming External Transfer is not processed due to insufficient available funds, your external financial

institutions policies will apply. Please check with your external financial institution regarding their insufficient funds policy and any related service fees.

The Bank is responsible only for exercising reasonable and ordinary care in making External Transfers upon your authorization.

The bank is not liable in any way for damages you incur if:

- i There are not sufficient available funds in your account(s) to make the transfers;
- i There are changes in account numbers;
- i The receiving financial institution fails to apply the transfer in a timely manner;
- i To the extent not prohibited by Regulation E, any other circumstance which is beyond our reasonable control or any circumstance if attributable, in whole or in part, to you or to third parties.

### **Internet Banking Bill Payment Agreement and Disclosures**

You must enroll in the Internet Banking Bill Payment service before you will be able to process payments through the Internet Banking Service. Please refer to the Bank's fee schedule for the monthly charge for the Internet Banking Bill Payment service. By enrolling in the Internet Bill Payment service you understand that the Bank and its Bill Pay Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that the Bank and its Bill Pay Service Providers reserve the right to obtain financial information regarding your account from a Payee or the Bank (for example, to resolve payment posting problems or for verification).

Bill payments may be initiated in two different transaction modes—One-Time and Recurring. In order to pay bills, you must establish your payees. Payees may either receive payments via an electronic payment, an electronic to check payment, or a laser draft payment.

The earliest possible scheduled payment date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the Bill Pay Service when you are scheduling the bill payment. Therefore, the Bill Pay Service will not permit you to select a scheduled payment date less than the earliest possible scheduled payment date designated for each Payee.

When scheduling bill payments you must select a scheduled payment date that is no later than the actual due date reflected on your Payee statement unless the due date falls on a non-business day. If the actual due date falls on a non-business day, you must select a scheduled payment date that is at least one (1) business day before the actual due date. Scheduled payment dates must be prior to any late date or grace period.

Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. Except as stated otherwise within this Agreement, the Bank and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a bill payment post after its due date as long as the payment was scheduled in accordance with the guidelines described in this Agreement.

By providing the Bill Pay Service with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment instructions received through the Bill Pay

Service. In order to process payments more efficiently and effectively, our Bill Payment Service Provider may edit or alter payment data or data formats in accordance with Payee directives.

When the Bill Pay Service receives a payment instruction, you authorize the Bank's Bill Payment Service Provider to debit your payment account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you. You also authorize our Bill Pay Service Provider to credit your payment account for payments returned by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The ability of the Bank and its Bill Payment Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Laser Draft Payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If an item is not received by a payee for any reason, with your authorization, the Bank will place a stop payment on the item and the Bank's normal stop payment fees will be assessed. In all instances, it is your responsibility to reschedule the bill payment.

The Bank is responsible only for exercising reasonable and ordinary care in making bill payments upon your authorization and for sending or mailing a bill payment to the designated payee based on the circumstances as outlined.

The bank is not liable in any way for damages you incur if:

- i There are not sufficient available funds in your account(s) to make the bill payments or transfers;
- i The estimated time of delivery to the payee is inaccurate;
- i There are delays in mail delivery;
- i There are payee changes of address or account number;
- i The payee fails to apply the payment in a timely manner;
- i To the extent not prohibited by Regulation E, any other circumstance which is beyond our reasonable control or any circumstance if attributable, in whole or in part, to you or to third parties.

### **Electronic Bill Presentment Agreement and Disclosure**

You must activate the electronic bill presentment feature within the Internet Bill Pay Service. It is your sole responsibility to contact your Payees directly if you do not receive your statements

The Bank is unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Upon activation of the electronic bill feature, our Bill Pay Service Provider may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee.

### **Overdrafts**

If your account does not have sufficient funds to cover all electronic fund transfers (including ACH payments and External Transfers) 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 Internet Banking Services at any time without prior notice due to insufficient funds in your account(s).

### **Notification of Problem or Error**

Contact us as soon as you can via the communication methods 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.

Send us a Secure Message: Once logged onto your Internet Banking, click the Messages tab and send us a secure message regarding the issue.

Call our Main Branch at (808) 585-9600

Write to us at:

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

- i Tell us your name and account number.
- i 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.
- i 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 IMMEDIATELY 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 Internet Banking Service 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 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 Internet Banking Services at any time without prior notice due to insufficient funds in your Internet 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](http://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**

Unless you select to receive eStatements through the Internet Banking Service, we will continue to mail a monthly account statement for your checking account(s) to you, showing your Internet 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. If you would like to sign up for eStatements, you may do so through the Pacific Rim Bank Internet Banking Service.

## **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 Internet 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 Internet Services will constitute your acceptance of such changes in each instance.