

HAWAII NATIONAL BANK

ELECTRONIC BANKING DISCLOSURE STATEMENT AND AGREEMENT

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INTRODUCTION

The Electronic Fund Transfer Act establishes the basic rights, liabilities, and responsibilities of consumers who use electronic services and of financial institutions that offer these services. In this Electronic Banking Disclosure Statement and Agreement hereinafter referred to as "Disclosure Statement," the words "you" and "your" mean each person or legal entity, individually and jointly, and the words "we," "us," "our" and "the Bank" mean Hawaii National Bank.

We have written this Disclosure Statement to provide you with information on your rights and obligations for our family of Electronic Banking products and services. These products and services include, but are not limited to, telephone transfer and inquiry services, bill payment services, and personal computer and Internet banking services. These products may be accessed by telephone, computer and modem or any other type of electronic device in which we allow. Please read and retain this Disclosure Statement so that you can refer to it whenever you have a question about any of our Electronic Banking products and services.

This agreement supplements the Deposit Account Agreement and Disclosure Statement for your respective deposit accounts and any other agreement for services you have agreed to with us. The terms and conditions in the Disclosure Statement are in addition to the terms and conditions of any credit agreements you have with us, including any disclosures made subsequent to the Disclosure Statement.

POLICY STATEMENT

Hawaii National Bank will offer, within established risk management tolerances and controls, electronic banking services to the Bank's customers. The Electronic Fund Transfer Act, implemented by Regulation E, provides certain guidelines regarding the rights, liabilities and responsibilities of participants in their use of electronic systems. The Bank shall comply with the requirements of Regulation E by establishing procedures to review each type of delivery system, by evaluating inherent levels of risk and exposures, by establishing specific procedures and controls to ensure safe and sound operations and by establishing internal monitoring systems to periodically validate the timeliness, accuracy and reliability of electronic banking media.

To ensure our customers and potential customers are aware of these services, information about each type of electronic funds transfer service shall be available including the right to request documentation of transfers, stop payment procedures, notice of varying amounts

and other procedural terms and conditions. Specific guidance shall be provided detailing the bank's liability and the customer's liability, disclosure of account information to other parties, unauthorized transfers and any other specific issues or concerns. In addition, charges for the services shall be included in our Schedule of Charges and Rates.

We understand the common interest in protecting the privacy of information, particularly relating to electronic commerce (e-commerce). A separate privacy policy has been developed to provide a formal, documented and specific guide for management and staff to use in the maintenance of necessary procedures and controls to ensure online privacy.

The following provisions explain some of your rights and obligations with respect to electronic fund transfers. This Disclosure Statement constitutes our agreement with you and does not apply to transfers you make yourself through an automated teller machine, using your VISA Debit or Credit Card or your ATM WIZCARD. These transfers are covered by a different agreement.

EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS

The relationship between you and the Bank is governed by this Agreement. It is further governed by all applicable laws of the State of Hawaii and all applicable laws of the United States. In addition, we are subject to certain rules and regulations of the Board of Governors of the Federal Reserve System and operating letters of the various Federal Reserve Banks and other proper bank supervisory authorities. You understand that we must comply with these laws, regulations and rules. If terms of this Agreement conflict with applicable law, those terms will be nullified to the extent that they are inconsistent with the law, and the applicable law will govern. If any provision of this Agreement is declared to be invalid, unenforceable, or illegal, that part will not affect the validity of the other provisions.

WAIVER OF RIGHTS BY THE BANK

The Bank reserves the right to waive the enforcement of any term of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Bank to enforce its rights with respect to other customers or to enforce its rights with respect to other transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

PARTICIPATION IN ELECTRONIC BANKING PRODUCTS

At its sole discretion, the Bank reserves the right to permit you to access our Electronic Banking products and services. Further, the Bank shall reserve the right to determine

which of your accounts you may be provided access to.

To utilize the Bank's Electronic Banking products, you are required to have at least one regular checking or SuperWizcheck account with the Bank. You may also designate other deposit accounts to perform transactions on; however, your other deposit accounts may have withdrawal limitations for preauthorized or telephonic transfers. You may not designate an account that requires two signatures for withdrawals as the account to draw from.

ELECTRONIC BANKING PRODUCTS - BALANCE INFORMATION AND TRANSACTIONS

In utilizing the Bank's Electronic Banking products, you understand that certain products may be linked and maintained by third party agents of the Bank. You authorize the Bank to transmit to the Bank's agents any financial information that is sufficient to complete any transaction you request. You further understand that the status and balance of your accounts may differ at the time of your request. For example, the balance of your account obtained from the Bank's telephone inquiry service or the automated teller machine may differ from the balance of your account obtained through Internet Banking at a specific time during the day because of transactions that may have been completed through each respective product or service. However, the balance of your account after the end of each processing day will be your account ledger balance. After each processing day, your account balance will be consistent throughout our systems and the Bank shall determine when such processing has been completed.

Transactions you perform through our products and services may have different daily cutoff times and the various networks that the Bank participates in may have different processing schedules. Such differences may result in either the delayed processing or posting of your transactions. You agree that all transactions that you have authorized are properly payable from your account.

EQUIPMENT REQUIREMENTS

The Bank's Electronic Banking products may require you to use certain equipment including a touch-tone telephone, a computer, software and an internet connection. You are solely responsible for selecting, obtaining, installing, maintaining and operating all equipment in accordance with the requirements provided by the equipment manufacturer in order to access the Electronic Banking products.

E-MAIL OR MESSAGES

You may send your questions or concerns about our Electronic Banking products and services to us at the e-mail addresses displayed on our Internet Banking site or in our brochures. E-mail is generated and received using the software on your computer, and may not be encrypted or secured. Your e-mail should generally not be used to initiate an electronic fund transfer, to report an error or a question about a transfer, to report your belief that someone else may have access to your security codes or passwords or any other message that would include your account number, your user identification (ID) or your password.

The Bank does not immediately receive electronic mail (e-mail) or other messages that you may send. If you need to communicate with the Bank immediately, call your branch of account or refer to the section on, "In Case of Errors or Questions About Your Electronic Transfers." The Bank may not take action based on your e-mail until the Bank actually receives your message and has had a reasonable opportunity to act.

It is your responsibility to provide us with true, accurate and complete e-mail address, contact and other information related to this Disclosure Statement and to maintain and update any changes in the information. You can update information (such as your e-mail address) through the Internet Banking service or by contacting your branch of account.

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of any communication that is important to you.

SECURITY CONCERNS

The Bank may issue or you may select a user ID and a temporary password for initial access. During your initial successful log on, you may be asked to change your password. Also, we recommend that you change the password from time to time. You agree to keep this password confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of Electronic Banking products.

The Bank utilizes a multi-factor authentication system for the online banking service, which helps confirm your identity when signing on. The Bank may require you to select an icon and a phrase to protect the privacy and the security of your personal information. The system will recognize the computer or device you use to access the website. You will be asked to enter your password once we have verified that you are at the correct website.

If you sign in from a location the system does not recognize, we will take additional steps to verify your identity, such as ask you to provide the answers to secret questions that only

you and the Bank know the answers to.

Using the information that you provide us, the Bank may elect to have you reset your own password or remove the expiration date on your current password.

If, for any reason, our security system prevents you from accessing your accounts, you should contact the Bank to have your security reset.

The Bank highly recommends that you utilize file passwords available in your computer software as additional security to protect your financial information. You are responsible for all transfers and payments you authorize. You agree not to give or make available your user ID or password to any person who is not authorized to make electronic transfers from your accounts. If you permit or authorize other persons to use your password, you are responsible for any transaction they may complete. The Bank relies on your password to confirm that you are the person or legal entity providing transfer or payment instructions to the Bank. You will be deemed to have given authorization if you provide your password to an account aggregation service, accountant, or other person or agent to access your account information.

If you believe your user ID or password may have been stolen, notify us immediately. We shall issue you a new user ID, a new password or both. Do not wait until unauthorized transactions have occurred.

TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You may arrange to have us accept:

- a. Electronic deposits to your Checking, SuperWizcheck, V.I.P. Money Market Deposit, Regular Savings, Christmas Club or Individual Retirement accounts.
- b. Electronic debits from your Checking, SuperWizcheck, V.I.P. Money Market Deposit or Regular Savings accounts to pay certain recurring bills in the amounts you authorize.
- c. Electronic transfers between your accounts which we may offer.
- d. Electronic transfers for any other service which we may offer from time to time.
- e. Recurring or periodic payments to a merchant, vendor, business or individual.

If the recurring or periodic transfer or payment you designate is scheduled to fall on a holiday or weekend, the transaction shall be processed on the next business day.

The Bank does not limit the frequency, number, or dollar amount of the electronic fund transfers that you may authorize as long as the transfers are those that we agree to honor and the frequency, number, or the dollar amount is not limited by the Deposit Account Agreement and Disclosure Statement for your account. The Bank reserves the right, however, to limit the frequency and dollar amount of transactions for security reasons.

ACCOUNTS WITH MULTIPLE OWNERS/SIGNERS

Transfers, withdrawals or payment instructions shall not be requested or permitted from any account that requires two or more signatures. However, if you request for Electronic Banking access, you agree to a single authorized access for withdrawal or transfer privileges to all users of Internet or telephone banking services regardless of changing any account documentation with us. Such change will be effective at initial time of usage or until we have received your revised signature card whichever comes first. You may, of course, continue to permit inquiry access to these accounts.

SPECIAL PROVISIONS FOR BUSINESS CUSTOMERS

Any user name or password we provide to your authorized user(s) is provided in your capacity as a representative of the business entity registered with the Electronic Banking product. You agree to inform us if a person with access to an Electronic Banking product is no longer authorized to access the account. It is your responsibility to restrict the user's access until notification is received by the bank.

The Electronic Banking service offers a variety of content, products and services. We grant to you, for your personal or internal business purposes only a nonexclusive, limited and revocable right to access and use the services. You agree not to use the service for any other purpose including commercial purposes, such as co-branding, framing, linking or reselling any portion of the service without our prior written consent.

Although Consumer account holders receive protections from errors relative to electronic funds transfers under Regulation E, be aware that Business accounts are not covered under these protections.

Be advised that bank staff will never contact you on an unsolicited basis and request your electronic banking credentials. Do not give these credentials to anyone. If you are contacted by someone who states they are calling from Hawaii National Bank or you receive an e-mail you should not give them any account information or credentials.

The document linked below details how to perform a related risk assessment and controls

evaluation periodically. The bank highly advises implementing these risk control mechanisms to mitigate your own risk.

<http://ithandbook.ffiec.gov/it-booklets/operations/risk-assessment-.aspx>

Please contact the bank's Electronic Banking department at (808) 528-7800 immediately in the event you notice suspicious account activity or experience any security-related events. We can also be contacted by mail at the following address:

Hawaii National Bank
P O Box 3740
Honolulu, HI 96812

Or by email at: eBanking@hnbhawaii.com

BUSINESS DAY

All transactions are accepted and processed by us on a regular business day. Our business days are Monday through Friday excluding holidays. The Electronic Banking products are available to you day and night, every day except when the system is unavailable. The availability of the system is affected by scheduled or unscheduled maintenance and system outages. Unforeseen events include, but are not limited to, damages from earthquakes, hurricanes, fires, computer failures and interruptions of telephone or electrical services.

The Bank shall exert reasonable efforts to make Electronic Banking products available; however, the Bank shall not be liable for the unavailability of the products and services or any consequential damages that may result except for those items under the section, "Our Liability For Failure To Make Transfers."

CUTOFF TIMES

There are different cutoff times associated with the different Electronic Banking products each business day. All cutoff times reflect the times displayed on our system clocks and may not necessarily be synchronized with the clocks displayed on your equipment. For this reason, we suggest that you transmit any instructions to us sufficiently in advance of such cutoff times to eliminate the possibility of missing the cutoff. Transactions entered after the respective cutoff time will be considered as entered for the next business day.

ACCOUNT INFORMATION TO THIRD PARTIES

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

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

To assist us in preventing unauthorized transactions on your account, use caution when providing your account information to any individual or company. Do not provide such information for telephone or mail solicitations without your written authorization.

TRANSFER OR PAYMENT REQUESTS WE AGREE TO HONOR

We agree to honor any transfer request that is properly presented through our Electronic Banking products. Recurring payments must be made for the same amount each time. If a payee is able to accept electronic payments, the payment shall be transmitted electronically. If the payee is unable to accept payments electronically, the payment shall be made by check. Any scheduled or recurring payment request you designate that falls on a weekend or a holiday shall be made on the next business day.

The Bank reserves the right to refuse to honor payment requests that the Bank believes are fraudulent or erroneous.

The Bank shall properly complete your transfer or payment request, provided that:

- a. In the case of an electronic charge or debit, you have enough collected funds in your account.
- b. In the case of an electronic deposit or credit, we actually receive enough money to cover the deposit amount.
- c. In the case of your deposit account, your account is not subject to withdrawal limitations.
- d. In the case of an electronic charge or debit, we have the opportunity to determine if you have sufficient available funds in your overdraft protection account.

The information provided to our third party agents does not include links between your checking account or SuperWizcheck account and your overdraft protection accounts (savings account or account with a line of credit). We shall not be responsible for transfer or payment requests that are not approved by these third party agents.

If there is insufficient funds to complete a payment instruction, the Bank may either refuse

to pay the item or we may make the payment and overdraw your account. In either event, you are responsible for any special handling or overdraft charges the Bank may assess.

Prior to establishing your payment arrangements, we recommend that you notify each payee. One or more of your payees may refuse to accept, or be unable to receive payments in this manner. Payments or transfers returned or undeliverable will be credited to your account. We will not be responsible or liable for any damages, late charges or interest and other penalties which you may be assessed as a result of any of your transfers being returned or undelivered.

For transfers involving bill payments, we provide a recommended time period for you to transmit your payment instructions. We recommend ten (10) business days before the due date of your payment. It is your responsibility to authorize your payments in such a manner that payments are paid on or before the due date. The Bank shall not be responsible for any charges imposed on or other action taken by a payee, because of late payment, including any late charges or interest.

You understand that certain payees have the capability to receive your payments electronically and other payees require checks to be issued. The information you provide is important and may affect the proper crediting of your account with the payees.

ORIGINATION OF ELECTRONIC FUND TRANSFERS

For business customers, you may request the Bank to permit you to initiate electronic fund transfers through the Bank for the deposit and/or payment of funds to and from your accounts and accounts of your customers at other participating depository financial institutions. You agree that your responsibilities and obligations for these transactions are governed by the operating rules of the National Automated Clearing House Association, the operating rules of the regional processing center that the Bank participates in and the Bank's operating rules and procedures for electronic entries.

The origination of electronic fund transfers requires a separate agreement.

You agree each entry to the Bank has a valid authorization for the entry. Such authorization shall be retained for a period of at least six years after they are terminated or revoked. You agree to furnish such authorizations and documents to the Bank upon request.

Credit entries to your account are provisional until the Bank receives final settlement for your entries. If the Bank does not receive final settlement, you agree that the Bank is entitled to a refund of the amount of the credit entries and may, without prior notice, deduct any amount not received.

YOUR RIGHT TO RECEIVE CONFIRMATION OF TRANSFERS

- a. Preauthorized Credits - If you have arranged to have a direct deposit made to your account at least once every 60 days from the same third party, you can call your branch of account to verify whether or not the transfer has been completed.
- b. Periodic Statement - If you are currently receiving a periodic statement of your account, you will continue to do so even if there are no electronic transfers in a particular month. Your periodic statement will continue as long as there is withdrawal or deposit activity on your account. Please refer to the Deposit Account Agreement and Disclosure Statement for your account relating to inactive or dormant accounts.
- c. Passbook Accounts - If you bring your passbook to us, we will record any electronic deposits (credits) that were made to your account since the last time you brought in your passbook. We encourage you to bring your passbook in for updating at least quarterly.

YOUR RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, YOUR RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND THE PROCEDURE FOR DOING SO, AND OUR LIABILITY FOR FAILURE TO STOP PAYMENT

- a. Your right to receive notice of varying amounts

If these regular payments you have authorized us to make may vary in amount, the third party you are going to pay will tell you, at least 10 days before each payment, when it will be made and how much it will be. However, you may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

- b. Your right to receive information

If you need more information about a transfer listed on your statement:

Call your branch of account
or (808) 528-7784
or e-mail us at HNB.Depositinfo@HNBhawaii.com
or write us at: Hawaii National Bank

Operations Department
P. O. Box 3740
Honolulu, HI 96812

c. Your right to stop payment and the procedure for doing so

If you have made arrangements in advance to make regular payments from your account, you may stop any of these payments.

Here's how:

Call your branch of account

or (808) 528-7786

or write us at: Hawaii National Bank
Operations Department
P. O. Box 3740
Honolulu, Hawaii 96812

in time for us to receive your request 3 business days, or more, before the payment is scheduled to be made. We may accept stop payment requests after the 3-business-day limit, but we are not required to do so.

If you call to submit a stop order, we will also require you to put your request in writing and get it to us within 14 days after your request. If you place your stop order through our Internet Banking product, no authorized signature is required. You will be charged under the current Schedule of Charges and Rates for each stop payment order you give. Each stop order is good for six months. If you wish to extend the stop order, a new stop request must be placed.

Your request for stop payment must be clearly marked as to whether:

You wish to stop all future entries indefinitely; or

You wish to stop only the next payment; or

You wish to stop only a series of payments.

Once we have processed your request, we will stop only that electronic transfer initiated by the third party that you have named and for the date and the amount in your request. If you intend to cancel future payments to the third party, you agree to notify the third party of your cancellation. You may be required to put your request to revoke your authorization in writing and send your instructions directly to the third party vendor or company.

d. Our liability for failure to stop payment

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we fail to do so, we will be liable for your losses or damages.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- a. If, through no fault of ours, your account does not contain sufficient collected funds to make the transfer.
- b. If the funds in your account are subject to legal process or other encumbrances restricting the electronic fund transfer.
- c. If we terminate this agreement.
- d. If the authorization for your electronic transfer has been revoked by law (in the case of death or incompetence, for example).
- e. If circumstances beyond our control (such as fire, flood or any interruption of transmission or communications facilities) prevent the transfer despite reasonable precautions that we have taken.
- f. If our processing system, your computer or other communications link you use was not working properly and you knew about the malfunction when you started the transaction.
- g. If you have not provided us with the correct transfer information or if you have not provided us with the correct payee name, address, payee account information or payment amount.
- h. If there are other exceptions as stated in our agreement with you or provided by applicable law.
- i. If completing the transaction would result in the Bank's non-compliance with any applicable law or regulation.

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

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND THE ADVISABILITY OF PROMPT REPORTING

An unauthorized transfer is an electronic fund transfer from your account initiated by a person or organization that was not authorized by you. An electronic fund transfer in an

amount greater than that authorized by you or which results in a debit to your account earlier than that authorized by you also is an unauthorized transfer.

If your statement shows a transfer that you did not authorize, contact us at once. Telephoning is the best way of minimizing your losses. You could lose all the money in your account plus the remaining available balance in your line of credit account. We require that you provide us with a written statement of the unauthorized transfer. If you are unable to sign the statement before a bank employee, your signature before a Notary Public is required.

If you do not notify us within 60 days after the statement on which the error was posted and mailed to you, you may not recover any money lost after the 60 days if we can prove that we could have stopped the unauthorized transfer had you reported it to us in time.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us AT ONCE at:

(808) 528-7786 from 8:00 a.m. to 4:00 p.m.

or write us at:

Hawaii National Bank
Operations Department
P. O. Box 3740
Honolulu, Hawaii 96812

as soon as you can, if you believe your statement is wrong, your statement shows transactions that you did not make or if someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of minimizing your losses. You could lose all the money in your account (plus you maximum overdraft line of credit). However, if you tell us within two business days, you can lose no more than \$50 if someone used your access code without your permission. Similarly, if you believe your access code has been stolen, and you tell us within two business days after you learn of the loss or theft, you may be liable for no more than \$50 if someone used your access code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your access code, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you may be liable for as much as \$500.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- a. Provide us with your name and account number.

- b. Describe the error or the transfer in question, and clearly explain why you believe it is an error or why you need more information.
- c. Tell us the date and the dollar amount of the suspected error.

If you notify us orally, we require that you 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

If we had previously credited your account, we will notify you that the account is being debited for the amount of the credit. We will honor, for the period of investigation and for 5 business days after transmitting your re-debiting notice, checks, drafts or other similar paper instruments payable to third parties and electronic fund transfers from your account up to the amount that was in dispute.

SITE LINKS

The Electronic Banking web site may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

CHARGES, CHANGES AND TERMINATION

The Bank reserves the right, with prior notification, to assess charges for using or for the right to use our Electronic Banking products. Such charges, if any, are included in the current Schedule of Charges and Rates adopted by the Bank.

Charges for the Electronic Banking products shall be deducted from your regular checking or SuperWizcheck account. The Bank reserves the right to deduct charges from any of your other deposit accounts should you not have access to a checking account or should your checking account be overdrawn or have insufficient funds.

The Bank may, from time to time, introduce new features to our Electronic Banking family of products or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

The terms of this agreement, including the termination of this agreement, may be changed by us from time to time if we mail a notice of the change(s) to you at your last address on record with us at least 21 days before the change(s) becomes effective. However, if the change(s) is immediately necessary for security reasons, the change(s) may be made by us right away.

You may terminate the agreement by giving us written notice.

INTERRELATION OF OTHER AGREEMENTS WITH YOU

Your transactions may also be governed by other agreements between you and us and by our Deposit Account Agreement and Disclosure Statement for deposit accounts. You may obtain the current Deposit Account Agreement and Disclosure Statement for your account at any of our branch locations.

In addition, if you are permitted to initiate wire transfers through the Electronic Banking products, the transactions are governed by the Bank's Funds Transfer Policy. You may obtain this policy from any of our branch locations.