

## Electronic Fund Transfers

Central Pacific Bank  
P. O. Box 3590  
Honolulu, HI 96811-3590  
808-544-0500 or toll-free at 1-800-342-8422  
www.cpb.bank

### **Electronic Fund Transfers Your Rights and Responsibilities**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### **Electronic Fund Transfers Initiated By Third Parties**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized Credits.**

You may make arrangements for certain direct deposits (for example, from your employer or other financial institutions or from the U.S. Treasury Department) to be accepted into your checking or savings accounts.

- **Preauthorized Payments.**

You may make arrangements to pay certain recurring bills from your checking or savings accounts.

- **Electronic Check Conversion.**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

- **Electronic Returned Check Charge.**

You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

### **Telephone Banking (audio response, known as Infoline) Transactions**

You may access your account by telephone using your Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your Audio Response PIN available to anyone. to:

- get balance information about deposit and loan accounts
- get withdrawal history about deposit accounts
- get deposit history about deposit accounts
- get transaction history about deposit accounts

You may access your account for telephone transactions at the following number(s) and during the following hours:

800-522-2222, 24 Hours

800-326-3134, 24 Hours

## **Limits and Fees**

Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

## **Documentation**

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

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

- you can call us at 808-544-0500 or 800-342-8422 to find out whether or not the deposit has been made.

**Periodic Statements.** If you have Exceptional Savings, Personal Savings or Starter Savings accounts, you will get a quarterly statement. If there is an electronic fund transfer on your account, you will also get a statement for that particular month. For all other consumer savings and checking accounts, you will get a monthly statement. For time deposit accounts, you will get a year-end statement unless you have a Smart Saver CD, in which case you will get a monthly statement.

## **Preauthorized Payments**

### ***Right to Stop Payment and Procedure for Doing So.***

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call us or write to us at the telephone number or address listed in the Error Resolution Notice, in time for us to receive your request three business days or more before the payment is scheduled to be made. Additional information on stop payments can be found in our Terms & Conditions of Your Account.

### ***Notice of Varying Amounts.***

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### ***Liability for Failure to Stop Payment of Preauthorized Transfer.***

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **Financial Institution's Liability**

### ***Liability for Failure to Make Transfers.***

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.

3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
4. If the ATM where you are making the transfer does not have enough cash.
5. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
6. If the money in your account is subject to legal process or other claim restricting such transfer.
7. There may be other exceptions stated in our agreement with you.

## **Confidentiality**

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

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. We will disclose information to third parties about your account or the transfers you make: To complete transfers as necessary; to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or to comply with government agency or court orders; or if you give us your written permission.

## **Unauthorized Transfers**

Tell us AT ONCE if you believe your code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone used your code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us or write us using the Contact Information listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. *Tell us your name and account number (if any). Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error.* If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred 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 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 credit your account. If a notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three 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 you have inquiries regarding your account or need more information regarding our error resolution procedures, please contact us at:**

Central Pacific Bank  
P. O. Box 3590  
Honolulu, HI 96811-3590

**BUSINESS DAYS:** For purposes of these electronic fund transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Holidays are not included.

PHONE: 808-544-0500 or toll-free at 1-800-342-8422

## **Additional Terms**

**Enforcement:** In the event either you or we bring a legal action to enforce this Disclosure or collect amounts owing as a result of any transaction on your account, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

### **Fees and Charges for Audio Response Transactions**

- We do not charge for any preauthorized Electronic Fund Transfers.
- You will be charged a fee for each stop payment and renewal of a stop payment. Please refer to the Miscellaneous Fee Schedule for the current fee.

**Insufficient Funds:** We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Limitations on Frequency and Amount:** For checking and savings accounts, there are no limits on the number or dollar amount (except for your available account balance) of transfers, or withdrawals made from your account. Transfers cannot be made to or from time deposit and IRA accounts.

**Notices:** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Written notice from you is effective on the date that you mail the notice. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Other Provisions:** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds.

**Re-presented Checks, Transactions and Fees:** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an Electronic Fund Transfer from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Termination of Telephone Banking Services:** You agree that we may terminate your use of the Telephone Banking services, if:

- You or any authorized user of your Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Audio Response PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this service.

The abbreviation "PIN or word "code" means a personal identification number.