

Debit Rewards - Terms and Conditions

Debit Rewards (the "Program") allows HawaiiUSA FCU customers with HawaiiUSA FCU debits ("Cardholder") to earn points when they use their HawaiiUSA FCU debits (the "Card(s)"). All Cardholders who participate in the Program are subject to these rules (the "Rules") and any specific eligibility rules applicable to individual Participating Retailer's points offers ("Offers"). These Rules supplement your HawaiiUSA FCU Account Agreement (your "Account Agreement"). In the event of a conflict between your Account Agreement and these Rules, the Rules will govern any matter relating to the Program while your Account Agreement will govern all other matters.

In these terms, "HawaiiUSA FCU," "we," "our," and "us" refer to HawaiiUSA FCU and/or "Affinity." Affinity means Affinity Solutions, Inc., the administrator of the Program. "You" and "your" means every eligible person or entity who is now or also becomes a Cardholder. By participating in the Program, you agree to these Rules and agree that the Rules may be modified from time to time without prior written notice, at our sole discretion. We reserve the right to terminate this Program at any time without notice to you.

- 1. Enrollment in the Program. All Cards are automatically enrolled in the Program. However, you must meet the Program requirements to participate. You are eligible to participate in the Program if: (a) you are a Cardholder with an active HawaiiUSA FCU debit at the time any points or adjustments to ("HawaiiUSA FCU points") are posted by HawaiiUSA FCU to your HawaiiUSA FCU debit; (b) you make a qualifying purchase; and (c) you continue to satisfy all current and future eligibility criteria that we establish for the Program. The eligibility criteria may be modified from time to time at our sole discretion. Your continued use of your Card while enrolled as a member of the Program constitutes your consent to these Rules in connection with any transactions you make while you are a participant in the Program.
- 2. **Earning HawaiiUSA FCU Points**. Retailers participating in the Program (collectively, "Participating Retailers") allow cardholders to earn additional points. You will earn points at both Participating Retailers and non-participating retailers for qualified transactions when using your debit at time of purchase. For specific details on earning at non-participating retailers please refer to the FAQ's. You earn points based on the dollars you spend at Participating Retailers using your Card in accordance with the terms of the Offers of Participating Retailers. Certain Participating Retailers may not accept certain Cards, may have blackout periods when points are not offered, may limit the number of points, may limit the amounts of points, or may not offer points on certain types of transactions (e.g., the purchase of gift cards). points are not available in connection with: purchases made at Participating Retailers not participating in the Program at the time of the transaction; the cash-back portion of any purchase; the amount of tax paid on some online purchases; ATM transactions; online merchant transactions that are not purchased through the Program Website; or any transaction violating any federal, state or local law.

Returns, cancellations and exchanges of merchandise are subject to the policy of the retailer from which you made your purchase. If you return or cancel an item, the points earned from the original purchase will be deducted from your points balance. Likewise, if you exchange merchandise, the points earned from the original sale will be deducted from your points balance because the exchanged-for merchandise was not purchased through the Program Website. To earn points on the exchanged-for merchandise under this program, you will need to return the originally purchased merchandise, and once your return is credited to your debit, you can use the Debit Rewards web site to purchase the new merchandise.

The lists of Participating Retailers and individual Offers are subject to change without notice. Before making a purchase, you should review the details of the Program, including the list of Participating Retailers, specific Offers and eligibility rules for such Offers at the Program Website. Some Participating Retailer's Offers may allow you to earn points for online purchases only. For online-only Participating Retailers, you will only be entitled to earn points for purchases you make through the designated merchant link on the Program Website.

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In order to see the list of Participating Retailers on the Program Website, you will be required to complete the registration process. Once you register, you will be able to see the full list of Participating Retailers, the current Offers available at each Participating Retailer, as well as complete information about the points you have earned. You will also be able to take advantage of the online Offers of Participating Retailers that you can only get through a link at the Program Website.

- 3. **Redeeming Points**. To redeem your points simply log into the Program Site and click on the 'Redeem Now' link. You will find redemption terms and conditions on these redemption pages.
- 4. Your Obligations. You agree to notify all other Cardholders, whose card is linked to your HawaiiUSA FCU Card of these Rules. Additionally, you agree to let us know if your address or other information changes so that we may update your profile. If you believe that you have made purchases that should have resulted in the addition of points to your accumulated points balance, and you see that the points have not been reflected within thirty (30) days of your purchase (date the charge appears on your HawaiiUSA FCU debit statement), you can contact us within ninety (90) days of the date of such purchase and we will investigate the situation. (If you wait longer than ninety (90) days, your ability to claim the points will be considered waived).
- 5. **Limited Liability**. Unless otherwise required by law or our agreements with you, neither we nor Affinity nor any Participating Retailer, nor any of their affiliates, officers, directors, employees, or agents will be liable to you, or anyone making a claim on your behalf, in connection with (i) any change in the Program; (ii) any claim relating to products or services of any Participating Retailer, whether or not arising out of the Program; (iii) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (iv) any content, products or service appearing on a website to which we provide a link from the Program Website; or (v) any taxes that you incur as a result of receiving points. Participating Retailers are solely responsible for the funding of points. In any event, any liability that HawaiiUSA FCU may have to you in connection with the Program shall be limited to the amount of any points you have earned in accordance with the Rules of the Program and that HawaiiUSA FCU has received from Affinity and the Participating Retailers.
- 6. **No Warranties**. HawaiiUSA FCU and Affinity do not: (i) endorse any Participating Retailers; (ii) make any express or implied warranty regarding any Program Retailer's goods or services; (iii) assume responsibility for any Participating Retailer's obligation to you, including the payment of any points advertised or offered by the Participating Retailer; or (iv) guarantee the performance of any Participating Retailer under the Program. HawaiiUSA FCU does not operate or control the products, services, or initial payment of points offered by Participating Retailers. Participating Retailers are solely responsible for the funding of points through Affinity to HawaiiUSA FCU.
- 7. Changes to the Program. We may terminate, change, or temporarily suspend the Program, Rules, or Rebate Offers at any time without notice, which may result in the cancellation of any outstanding points not yet credited to points balance. We reserve the right to determine whether a Cardholder is eligible to participate in the Program and all decisions are final. We reserve the right to charge fees at our sole discretion. We may cancel your enrollment in the Program for any reason without notice or compensation to you.
- 8. **Information We Collect and Use**. Your email address is among the information collected by us during the program registration process. By registering in the program you are also subscribing to the program's monthly email bulletins, which alert you to new offers, special deals, and program news. You may unsubscribe from these emails at any time by clicking the "unsubscribe" link in the Member Bulletins or by visiting the Preferences page of the Program site and selecting the "No I do not want to subscribe" option before submitting. Please allow us up to 10 business days to process this request.

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Affinity has never and will never engage in the practice of sending unsolicited emails. Affinity is entirely permission-based, which means that every email on the list is there because it was specifically subscribed.

Affinity does not engage in the practice of harvesting, buying, selling, or renting email addresses and will never intentionally send its newsletter to someone who has not requested receipt. Please refer to the HawaiiUSA FCU Privacy Policy for more information.

- Opting Out. You may cancel your enrollment in the Program at any time by calling the customer service number on the back of your Card.
- 10. **General**. The Program is void where prohibited by law and subject to the Program Rules and the terms in your Account Agreement, including, but not limited to, the arbitration of disputes provisions contained in your Account Agreement.

These Program Rules and your Account Agreement contain the entire agreement between you, the Cardholder, HawaiiUSA FCU, and Affinity Solutions Inc, with respect to the Program.

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