

**HAWAIIUSA FEDERAL CREDIT UNION
BUSINESS DEBIT CARD AGREEMENT**

This Agreement covers the use of the HawaiiUSA Federal Credit Union Business Debit Card. By requesting, accepting or using the Business Debit Card, you agree to be bound by the terms of this Agreement.

This Agreement applies to accounts used for business and non-consumer accounts. See section II.D.2 below. Consumer accounts are governed by a separate agreement.

In this Agreement, "Application" means the Business Debit Card Application. "Company" means the corporation, limited liability company, partnership, other entity or sole proprietor named in the Application. "Debit Card" means the Business Debit Card(s) issued for the Company's Share Draft Account. "Share Draft Account" or "SDA" means Company's HawaiiUSA share draft account designated in the Application. "Share Account" or "SA" means the Company's share account designated in the Application or linked to the Share Draft Account (see section I.D below). "Account" means the Share Draft Account or the Share Account, as applicable. "Representative" means any director, officer, manager, partner, member, owner, employee, agent or representative of the Company. "User" means any Representative or other person authorized to use the Debit Card, now or in the future. "You" means the Company and the Users, collectively and individually. "We," "us," "our" or "Credit Union" means HawaiiUSA Federal Credit Union.

This Agreement amends and supplements the agreements and disclosures that are applicable to the Account (including but not limited to the Member Business Account Agreement, Terms and Conditions of Your Account, Application / Authorization Form, and Deposit Account Rules and Regulations and Other Information governing the Credit Union's accounts for Business Members). Card services are also subject to the rules and regulations of our Card service processors and the service networks which we utilize. In the event of any inconsistency with the Electronic Funds Transfer agreement, this Agreement shall control; in the event of any inconsistency with any other agreement or disclosure, the more restrictive terms that are applicable to the Company shall govern.

By signing the Application, Company requests us to issue Debit Cards bearing Company's name and the name of any User that Company may designate from time to time in writing to us.

Company agrees that all Debit Cards will be used solely for business use and not for consumer purposes, and that we are not required to determine whether or not the Debit Card is used for an appropriate purpose. **YOU ACKNOWLEDGE AND AGREE THAT THE DEBIT CARD WILL NOT BE TREATED AS A CONSUMER ACCESS DEVICE UNDER THE PROVISIONS OF THE ELECTRONIC FUNDS TRANSFER ACT OR ANY OTHER STATE OR FEDERAL LAW. THEREFORE, YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE SERVICES. YOU AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE USE OR MISUSE OF THE SERVICES AND AGREE TO ASSUME THE LIABILITY DESCRIBED IN THIS AGREEMENT.**

I. Services Available with the Debit Card. The services available with each Debit Card are set forth below. Some of these services may not be available at all ATMs. Limits are determined by the Daily Spending Options associated with the particular Debit Card. Company selects the Daily Spending Option associated with each Debit Card on the Application. (See section II.B below for more information regarding available balance.)

Daily Spending Option	Tier 1 Limit*	Tier 2 Limit	Tier 3 Limit	Tier 4 Limit
DEBIT CARD -- POS and Cash Advance Transactions from SDA	Lesser of \$5,000 or available balance of SDA	Lesser of \$2,000 or available balance of SDA	Lesser of \$1,000 or available balance of SDA	Lesser of \$500 or available balance of SDA
DEBIT CARD -- ATM Withdrawals from SDA or SA	Lesser of \$500 or available balance of the applicable Account	Lesser of \$500 or available balance of the applicable Account	None	None
DEBIT CARD -- ACCESS to Account balance information via ATM for SDA and SA	Included	Included	None	None

*From time to time, we may increase the limits for all Tier 1 transactions without prior notice. See section II.C.6 below.

A. Point-of-Sale (POS) Transactions.

1. Use. The Debit Card may be used to purchase goods or services or to obtain a cash advance against your Share Draft Account at any merchant location or financial institution that accepts MasterCard (at the merchant's or institution's discretion), subject to the Daily Spending Options for the particular Debit Card. In this Agreement, these transactions are called "Point-of-Sale" or "POS" transactions."

2. Limits on POS Transactions. The daily limit for POS transactions for Tier 1, Tier 2, Tier 3 and Tier 4 Debit Cardholders are \$5,000, \$2,000, \$1,000 and \$500, respectively, or the available balance in the Share Draft Account, whichever is less. Merchants may impose lower limits.

B. Automated Teller Machine (ATM) Services.

Tier 1 and Tier 2 Debit Cardholders may use designated ATMs at HawaiiUSA, and certain other financial institutions, including Bankoh Bankmachines, and any other ATMs that are part of any Network which we utilize (under the PLUS® and STAR networks).

1. Use of our ATMs. You may do the following at our ATMs:

- Withdraw cash from the Share Draft Account with Tier 1 and Tier 2 Debit Cards.
 - Withdraw cash from the Share Account with the Tier 1 and Tier 2 Debit Cards that are linked to the Share Account.
 - Make deposits to the Account if the Account can be accessed with the Debit Card at the ATM.
 - Obtain the Share Draft Account or Share Account balance. These balances may not reflect recent transactions.
 - Transfer funds between linked HawaiiUSA Accounts.
2. BOH and Network ATMs. Tier 1 and Tier 2 Debit Cards may be used at any BOH ATM, PLUS® or STAR® network ATM to:
- Withdraw cash from the Share Draft Account or Share Account.
 - Obtain the Share Draft Account or Share Account balance. These balances may not reflect recent transactions.
 - Transfer funds between linked HawaiiUSA Accounts.

3. Limit on ATM Withdrawals. You may withdraw up to \$200 from one of our ATMs or a BOH ATM each time you use your Debit Card. The daily limit for ATM withdrawals made on an ATM that we or BOH owns for a Tier 1 or Tier 2 Debit Card is \$500 or the available balance in the applicable Account, whichever is less. The amount that may be withdrawn from an ATM that we or BOH do not own may be less. The daily limit is aggregated for all ATM withdrawals made with the Debit Card, whether to the Share Draft Account or the Share Account. Transfers between the Share Draft Account and Share Account and deposits do not affect the daily limit for ATM withdrawals using the Debit Card.

C. Cash Advances from Financial Institutions. The Debit Card may be used to obtain cash advances from the Share Draft Account at any of our branches or at certain other financial institutions that display the MasterCard logo, subject to the daily limit designated for POS Transactions and available balance. Cash advance and POS transactions are aggregated to determine whether or not the daily limit has been reached for the Debit Card.

D. Transactions Regarding the Share Account. In order to link a share account of the Company to the Debit Card, the Company's authorization is required. Only one share account may be linked to the Debit Card issued for the Share Draft Account. Contact the Credit Union for more information. If your Accounts are linked, you may transfer funds between the Accounts through the ATM. This service is different from the Overdraft Transfer Service for your Share Draft Account discussed in sections II.C.6 and II.D.10 below.

E. Access to Information about Share Draft Account and Share Account. Each Tier 1 and Tier 2 Debit Cardholder has access to account balance information for the Share Draft Account and Share Account via ATMs even if such Debit Cardholder is not separately authorized to have access to such information.

II. Fees, Available Balance, Limits and Other Information.

A. Fees for the Debit Card.

- Company will not be charged when you use our ATM or a BOH ATM. If a fee is assessed, you may request reimbursement of this fee at any of our branches.
 - Other Fees and Amounts Owed to the Credit Union. Company agrees to pay us the appropriate fees when you use an ATM other than our ATMs or BOH ATMs, or when you obtain a cash advance from another financial institution when you use your Debit Card. If we incur or assess additional fees because of any request that is made or in response to any subpoena or other dispute, we may also charge Company for these fees unless payment is received in advance. We will also charge a Debit Card replacement fee. Refer to our current Schedule of Fees and Charges for additional fees that may apply. [LINK] Company authorizes us to charge the Share Draft Account, Share Account, or any other account of Company for any fees or other amounts owed to us. This section II.A.3 survives any termination of this Agreement. [LINK]
- B. Available Balance. To determine the available balance for purposes of this Agreement, we deduct the amount of any (i) outstanding authorizations made with respect to the Account for

withdrawals, cash advances and POS transactions (regardless of whether you have actually completed the transaction for which the authorization was given), and (ii) other holds placed on the Account. In addition, for purposes of determining the available balance for an ATM withdrawal, cash advance, or POS transaction from the Share Draft Account, if you have authorized the Overdraft Transfer Service, the available balance generally will include the available balance in the Share Account designated for the Overdraft Transfer Service. You agree that you will not use the Debit Card to make any transaction that exceeds the available balance in the applicable Account (including any available Overdraft Transfer Service).

We may, but do not have to, allow transactions which exceed the available balance in the Account. If we do, Company agrees that we may treat the amount of such excess as an overdraft or deficiency and Company agrees to pay at once such amount and any overdraft and other fees. If we do allow an overdraft or deficiency, it does not mean we will do so again. C. A additional Information Regarding Transactions.

1. Authorizations. Company authorizes us to charge any debit transaction by use of the Debit Card against the Share Draft Account, Share Account or any other Company account as though Company had specifically signed a withdrawal authorization. Company acknowledges that all debit transactions will constitute withdrawals from the Share Draft Account, even though the transactions might not be paid from the Share Draft Account until a later date.

2. Deposits. All deposits made with the Debit Card and placed in our ATM are subject to receipt by us after opening the ATM and verification of the items and the amounts. ATMs located at our branches are opened once each business day. As stated in the Terms and Conditions of the Account, we will give only provisional credit until collection is final. If collection is delayed, the credit may be reversed without notice.

3. Cash Advance and POS Transactions. For cash advance and POS transactions, Company authorizes us to debit the Share Draft Account for the amount of the transaction, whether or not the authorization slip is signed. Company acknowledges that all cash advance and POS transactions will constitute withdrawals from the Share Draft Account, even though the transactions might not be paid from the Share Draft Account until a later date.

Financial institutions and merchants may be required to obtain an authorization from us for certain withdrawals, cash advances and POS transactions. We are under no obligation to authorize transactions if our processor believes that sufficient funds are not available in the Share Draft Account. (See section II.B above.)

If a financial institution or merchant obtains advance authorization of a transaction, the advance authorization may be for an amount greater than the amount of the transaction that is subsequently completed. Funds will not be withdrawn from your Share Draft Account until we complete our processing of the transaction; however, the amount of the authorization may be counted against the available balance for up to three (3) business days. This is true even if the actual transaction is completed before then, and even if the actual amount of the transaction is less than the amount of the authorization.

4. Credit Union Right to Deny Any Transactions on Account. We have the right to return any check or other item drawn against an Account to ensure that there are funds available to pay for all transactions made or authorized through the Debit Card. We will not be liable for any failure to authorize any transaction or any failure to pay checks or items drawn on the Account because the processing of a transaction made or authorized through the Debit Card may be pending.

5. No Stopped Payments. You do not have the right to stop payment on any transaction you originate with the Debit Card.

6. Exceeding Limits or Available Balance. You agree that Users will not exceed the designated limits for the Debit Card or available balance in the applicable Account (including any applicable Overdraft Transfer Service). You also agree that we may, but do not have to, allow transactions which exceed the designated limits for the Debit Card and available balance in the applicable Account. If we do, Company agrees that we may treat the amount of such excess as an overdraft or deficiency and Company agrees to pay at once such amount and any overdraft and other fees. Company further agrees that we may charge the overdraft or deficiency and any fees to any account of the Company without giving up any of our rights under this or any other Agreement. If we do allow an overdraft or deficiency, it does not mean we will do so again. You further acknowledge and agree that we may from time to time and without notice to the Company increase the limits for Tier 1 transactions, such as during HawaiiUSA holiday and other promotions.

7. Processing Transactions. Except as otherwise specified in this Agreement or other disclosures that we provide to you, we may process any transaction using the Debit Card in a manner similar to withdrawals from the Account.

D. Other Important Information.

1. Termination of this Agreement. Except where written notice is required by law, we may terminate use of the Debit Cards, refuse to allow further transactions, or revoke the Debit Cards at any time. If we do so, we will send a notice to Company. Company may cancel the Debit Cards by writing to us at the address shown elsewhere in this Agreement. If either we or Company closes the Share Draft Account, this Agreement will immediately terminate once all outstanding transactions made with the Debit Card and other charges have cleared the Share Draft Account or Share Account, as applicable. At our option, we may terminate access to the Share Account via the Debit Card if the Share Draft Account is closed. Termination or cancellation of the Account or Debit Cards will not affect Company's liability to us for

transactions, debits and fees processed after termination or cancellation. The Debit Cards issued under this Agreement remain our property and must be returned when this Agreement is terminated, when any authorization is revoked, or upon our request.

2. Business Accounts. This Agreement applies to accounts used for business or other commercial, organizational, or non-profit purposes and all other non-consumer accounts that are not established and used primarily for personal, family or household purposes. For example, this Agreement applies to business accounts, dba accounts, accounts held by any type of organization (partnership, limited liability partnership, corporation, limited liability company, nonprofit corporation, association, apartment owner or homeowner association, unincorporated association, religious, educational or charitable organization, etc.), and accounts used for an individual's business or any other non-consumer purpose (collectively referred to in this Agreement as "business accounts").

3. Change in Terms. We may change, add to, delete or otherwise modify the terms in the Application or this Agreement to the extent permitted by law at any time. We may notify Company of changes to this Agreement at any time in any way permitted by law.

4. Who May Use the Debit Card. The Debit Card may be issued to anyone designated by the Company. Company agrees that when you disclose the Personal Identification Number (PIN) to others or give others your Debit Card or other access device, such action constitutes Company's authorization to such person to use the Debit Card or access device in the same manner that the person to whom the Debit Card or access device was issued may use the Debit Card or access device. Except as otherwise required by law or MasterCard, Company expressly agrees that it will be liable for any transaction made by Company, Users, or any other person who obtains the Debit Card, PIN or other access device, even if the User or any such other person is not authorized to make transactions in the Account, or the transactions exceed the amount or type that the Company intended to occur. Only one individual is needed to perform transactions with the Debit Card.

5. Suspected Fraud. To minimize loss, please notify us immediately if there is any suspected or actual unauthorized use of the Debit Card, PIN or other access device, or any error or improper activity shown on the statement for the Account.

6. Financial Information. The individual(s) signing the Application authorizes us, both now and in the future, to obtain consumer credit reports in his or her name as an individual, to obtain business credit reports on Company, and to provide credit reporting agencies and others with information about our experiences with the Company and individual. This section II.D.6 survives any termination of this Agreement.

7. Refusal of Debit Card; Terminal Failure. We have no responsibility for the failure of any ATM machine, merchant, financial institution or other person to accept the Debit Card. We will not be liable if an electronic terminal fails to function for any reason, whether or not this malfunction is known to us, nor will we be liable if the Debit Card has been rejected or confiscated, either at an electronic terminal or through a merchant or financial institution.

8. Disputes. Report any discrepancy to the Credit Union immediately. You agree to use your best efforts to settle all disputes about transactions made using the Debit Card with the merchant who honored the Debit Card or entity with whom you attempted to enter into a transaction. See section II.D.15 below for additional information.

9. Debit Card Ownership. All Debit Cards are the property of HawaiiUSA Federal Credit Union, 1226 College Walk, Honolulu, Hawaii 96817. You must return the Debit Card to us upon our request.

10. No Overdrafts. The Debit Card does not serve as a credit card or as an overdraft line of credit. If, however, the Company has enrolled in the Overdraft Transfer Service that allows funds from the designated Share Account to be transferred to the Share Draft Account, the Overdraft Transfer Service may be accessed when transactions are made through the Debit Card (whether or not the share account is designated for the Overdraft Transfer Service). See section II.B above regarding available balance. (You may not make more than six transfers per month under the Overdraft Transfer Service. Additional restrictions are set forth in your Share Account agreement.)

11. Joint and Several Liability. If more than one entity or individual is the "Company" under the Application and the Agreement, they will have joint and several liability. Each individual and entity (including Company), individually and collectively, will be liable under the Application and this Agreement. We may collect from or sue any one or more of such individuals and entities, or make any settlements or extensions with any one or more of such individuals and entities, without giving up our rights against the other individuals and entities. This section II.D.11 survives any termination of this Agreement.

12. Time of Transaction. All transactions made using the Debit Card are subject to the time necessary for us to process them. Any transactions made on a holiday or after regular Credit Union hours may be held by us until our next business day. Any transaction involving an account or matter located at any other office of Credit Union is subject to receipt at the other office and the time necessary to process it.

13. No Return of Drafts. You agree that we do not need to return to you the original or a copy of any sales draft, cash withdrawal draft or other transaction receipt originated by use of the Debit Card.

14. Use of the Debit Card and PIN. This section II.D.14 applies only to Tier 1 and Tier 2 Debit Cardholders. To use the Debit Card at ATMs or at merchants who display the Plus System or Star symbols, we will issue a PIN separately from the Debit Card. Security in use of the

Debit Card is provided by the PIN and the magnetically encoded stripe on the Debit Card. Do not write the PIN on the Debit Card. Do not keep the PIN with or near the Debit Card. Please keep the Debit Card safe, and also protect the PIN and any other access device. Use the Debit Card, PIN and access device as instructed at all times. Company is responsible for instructing Users on card usage and security measures. We will not be liable for Company's failure to instruct Users or for any failure of Users to follow instructions except as otherwise required by law or MasterCard. Please notify us of any mechanical or operating failure in connection with the use of the Debit Card. Do not permit anyone else to use the Debit Card or obtain the PIN or any other access device.

15. Unauthorized Transactions; Company's Liability. Company assumes the entire risk for fraudulent, unauthorized, or otherwise improper use of any Debit Card, PIN or access device issued under this Agreement except as otherwise required by law or MasterCard. If you call us promptly to report that a Debit Card, PIN or access device has been lost or stolen, Company can limit the amount of Company's loss for unauthorized use of the Debit Card, PIN or access device. You may call us (on Oahu) at (808) 534-4300 (or 1-800-379-1300 from the neighbor islands and the continental United States), or write to us at: HawaiiUSA Federal Credit Union, Attention: Central Services Department, 1226 College Walk, Honolulu, HI 96817.

In addition to all other liability and risk you assume pursuant to the terms of this Agreement, you expressly agree that you will be liable for any loss or damage that we suffer that we reasonably determine is attributable to gross negligence, including but not limited to any failure by you, or any current or former User or Representative to handle the Debit Cards with care or to give us prompt notice of any dispute or unauthorized transaction, or your breach of this Agreement, except as otherwise provided by law or MasterCard.

You also expressly agree that a Debit Card in the possession and control of a User, even after his or her authority to use the Debit Card has been revoked by Company, is not considered unauthorized for the purpose of this Agreement. You further expressly agree that you are responsible for any use by any current or former Representative, User, cardholder, person authorized by a cardholder, or other person with an interest in or authority to transact business on the Account, even if such use is not specifically authorized by Company, or exceeds or is different from the authority given by the Company. Company must recover the Debit Card from any such person. Company, however, should contact us immediately to cancel the Debit Card even if Company has not yet recovered the Debit Card from such person.

You agree to cooperate fully with the investigation of any disputed or unauthorized transaction regarding the Account, to file complete and truthful reports with criminal law enforcement agencies, and to give complete and truthful testimony. At our request, you agree that (a) we will be subrogated to, and you shall assign to us, all rights that you have against any unauthorized user or third party, (b) you will do whatever is necessary to enable us to exercise our rights and will cooperate with us, and (c) you will not prejudice our rights. You further agree that we have the right to reverse any credits that we apply, and that you will indemnify and hold us harmless with respect to any dispute, to the full extent permitted by law. This section II.D.15 survives any termination of this Agreement.

16. Limitation of Credit Union's Liability; Indemnity by Company. Company expressly agrees that Credit Union shall not be liable for special, indirect, punitive or consequential loss or damage of any kind which Company or any User may incur or experience in connection with the Debit Card. Credit Union shall have no liability to third parties for any damages incurred by such parties arising out of the performance or nonperformance of services under this Agreement. Company expressly agrees that it shall indemnify and hold Credit Union harmless against all suits, actions, claims, demands, liability, loss, damages, and expenses and reasonable attorneys' fees arising because of or in connection with (a) the use of a Debit Card by a current or former User or Representative, and (b) any third party with respect to use of the Debit Card as contemplated by this Agreement. Remedies contained in this section are cumulative and are in addition to all other rights and remedies available to Credit Union under this Agreement, by operation of law or otherwise. This section II.D.16 survives any termination of this Agreement.

17. Unauthorized Use of Debit Card. Tell us AT ONCE if you believe your Debit Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer (including transfers, withdrawals or POS transactions) has been made without your permission using information from your share draft or Account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit).

If you believe your Debit Card or PIN has been lost or stolen, call 534.4300 on Oahu or (800) 379.1300 toll-free, or write to HawaiiUSA Federal Credit Union, Attention: Central Operations, 1226 College Walk, Honolulu, Hawaii 96817.

You should also call the number or write to the address listed above if you believe a transaction has been made using the information from your check without your permission.

18. MasterCard Network's Further Limitation of Liability for Certain Debit Card Purchases. You will not be liable for unauthorized purchases made with your Debit Card in the United States that are made using MasterCard networks if (a) your Account is in good standing, (b) you have exercised reasonable care in safeguarding your Debit Card from any unauthorized use; (c) you did not provide, directly, by implication or otherwise, the right to use your Debit Card and you received no benefit from the "unauthorized" purchase, (d) you have not reported two or more unauthorized events in the past 12 months; (e) the unauthorized transaction was

not a PIN transaction; and (f) you meet other requirements set by MasterCard from time to time. For more information, see <http://www.mastercard.com/us/personal/en/cardholderservices/zeroliability.html>. If any of the conditions set forth above are not met (for example, if the transaction is performed at an ATM, or if a PIN is used), then your liability will be governed as set forth in sections II.D.15 and II.D.16. Please contact us immediately if you suspect any unauthorized use of your Debit Card. See section II.D.17.

19. Documentation of Transactions.

a. Transactions. The User may receive a receipt at the time the User makes any withdrawal from the Account using our ATM, a BOH ATM, or any of our Network ATMs. The User may receive a receipt from the merchant for each POS transaction. For cash advances, the financial institution where the User made the transaction will provide the User with a receipt. Since the transaction receipt may be the only separate document received by you to establish the occurrence of the transaction, you should retain it.

b. Periodic Statements. Company will receive a statement for the Share Draft Account monthly. Company will receive a statement for the Share Account at least quarterly. Your failure to notify us as soon as possible, and in any event within thirty (30) days after the mailing date of the first statement showing any error (sixty (60) in the event of any unauthorized transaction) constitutes your acceptance and ratification of any transaction shown on the statement.

20. Currency Conversion and International Transactions. All transactions (including withdrawals, cash advances and POS transactions) that occur outside of the United States (whether or not denominated in U.S. dollars) may be assessed foreign transaction services fees (sometimes called cross-border assessments) by our service processors and by us. Exceptions may apply to transactions originating in U.S. territories, U.S. military bases and U.S. embassies. In addition, all transactions denominated in a foreign currency will be converted into U.S. dollars by MasterCard International. MasterCard International selects a currency conversion rate from the rates available in wholesale currency markets or government-mandated rates, in effect on the processing date, which may differ from the date of the transaction. The currency conversion rate selected by MasterCard International to calculate the amount you owe in U.S. dollars may be different from the currency conversion rate obtained by MasterCard International. MasterCard International and we also may assess foreign currency conversion service fees (sometimes called currency conversion assessments), which we will be in addition to any foreign transaction service fees. You agree to pay all fees and the converted transaction amount. Please see our current Schedule of Fees and Charges to determine the service fees. [LINK]

Some ATMs located outside of the United States and in territories or possessions of the United States do not have the capability to perform certain electronic fund transfers. In most cases, you may be able to access only the primary Account for which your Debit Card is validated. Terminal receipts and periodic statements for electronic fund transfers initiated outside of the United States may not reflect all of the information typically reflected on terminal receipts and periodic statements for electronic fund transfers initiated within the United States.

21. Authorizations by Credit Union. Some transactions may require our prior authorization. We may limit the number of authorizations we give on a Debit Card at any time for security or other reasons. We will not be liable if a merchant, ATM or other financial institution does not honor a Debit Card or if authorization for a particular transaction is not given. We shall have no liability for the goods or services obtained by use of any Debit Card.

22. Disclosure of Information. We may disclose information about you, the Account, and transactions you make, as permitted by law or by you. We may make disclosures in order to complete a transaction, to verify the existence and condition of the Account, to activate additional services, to comply with government agency or court orders, or for any other permitted reason.

23. Business Days. For purposes of these disclosures, our business days are Monday to Friday. Holidays are not included.

24. Use for Illegal Purpose Prohibited; Indemnification and Waiver. You may not use the Debit Card for any illegal purpose, such as unlawful gambling. Display of a payment card logo by an online merchant or acceptance of a MasterCard card by an online merchant does not necessarily mean that the transaction is legal in the jurisdiction in which you are located. You will be liable for any losses resulting from any illegal transaction. You agree that we may deem any illegal use by you of any financial product or service to be an event of default and a breach of contract, and that we may terminate services to you in our discretion. You further agree, should illegal use occur, to waive any right to sue us in connection with such illegal use and to indemnify and hold us harmless from any action or liability, including attorney's fees and costs, directly or indirectly arising out of such illegal use. This section II.D.24 shall survive any termination of this Agreement.

III. Miscellaneous Provisions.

A. Company's Representations and Warranties. Company, and the person(s) executing the Application on behalf of Company and executing each request for an additional Debit Card, represent and warrant to us as follows:

1. Organization and Standing of Company. Company is duly organized, validly existing and in good standing under the laws of the State of Hawaii.

2. Authorization. (a) The person(s) who executed the Application are authorized and empowered in the name and on behalf of Company to execute and deliver the Application for

and on behalf of Company, and to do all things necessary or convenient to cause us to issue the Debit Cards; (b) Company has the requisite power and authority to enter into the Application and this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (c) the execution and delivery of the Application and this Agreement have been duly authorized by Company (and its board of directors, officers, shareholders, members, managers, partners, or owners as necessary) and no other proceedings on the part of Company are necessary to authorize the execution and delivery of the Application and the performance of this Agreement and the transactions contemplated hereby; and (d) the Application, this Agreement, and each other document required to be executed and delivered by Company in connection herewith constitute valid and binding obligations of Company enforceable against Company in accordance with their terms, except to the extent enforceability is limited by law. In our discretion, we may limit authorization of certain transactions to certain designated signatories of the Company.

B. Severability. If any provision of this Agreement is unenforceable, such provision shall be deemed revised and construed to the maximum extent enforceable, and the remainder of this Agreement will not be affected by such unenforceability.

C. Governing Law. This Agreement is governed by the laws of the State of Hawaii. By accepting and using the Debit Card, you agree to submit to the jurisdiction of the local and federal courts in the State of Hawaii, and that any action that you file elsewhere may be transferred to an appropriate court in Hawaii if we decide that we want it to be transferred. This section III.C survives any termination of this Agreement.

D. Waiver of Jury Trial. You and we waive trial by jury. This section III.D survives any termination of this Agreement.

E. Notice. When we give Company notice, we may give the notice by mailing it to Company at the address shown in the Application or at any address Company may give to us in writing or at any record on file with the Hawaii Department of Commerce and Consumer Affairs.

F. No Assignment. Company will not assign this Agreement to any other entity or person, including any purchaser of Company's business or any company into which Company may be merged, without our written consent, which consent we may withhold in our sole discretion.

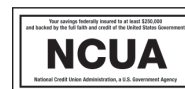
G. Changes in Company. Company will notify us in writing of any (i) changes to Company's name, address, legal status or corporate structure, or (ii) the occurrence of any default on Company's part under the terms of this Agreement.

H. Damages, Attorney's Fees and Costs. You agree to pay all collection costs, including reasonable attorney's fees and court costs, permitted by law. You also agree to indemnify and hold us harmless for any loss or damage (including reasonable attorney's fees and court costs) we incur as a result of (i) any unauthorized, fraudulent or dishonest acts by any current or former Representative or User, or (ii) any litigation or proceeding with a third party with respect to the Debit Card or any transaction involving the Debit Card. If there is any dispute regarding this Agreement or the Debit Card with the Company, the prevailing party shall be entitled to reasonable attorney's fees and court costs as permitted by law. This section III.H survives any termination of this Agreement.

I. No Waiver of Rights. If we choose to waive any of the terms or conditions of this Agreement on a case-by-case basis, it does not mean that we have waived, or given up, our right to exercise any of our rights or remedies under this Agreement in the future. We are not required to use any particular kind of demand or notice in order to collect amounts due to us under this Agreement.

This Agreement is accurate as of July 2011. To find out what may have changed since then, please contact us the number or address set forth above.

Business Debit Card Agreement



08/11