

The terms and conditions of this Agreement apply to the following VISA Card Accounts: VISA Classic, TravelAwards Plus VISA Classic, VISA Gold, TravelAwardsPlus VISA Gold, Secured VISA, TravelAwards Plus Secured VISA, Student Secured VISA, and TravelAwards Plus Student Secured VISA.

In this Agreement the words “we,” “us” and “our” refer to American Savings Bank. The words “you” and “your” mean everyone else who have signed the application or otherwise agree to be obligated under this Agreement (for example, by using the VISA card).

You have given us your application for one or more of our VISA cards. If you are married, you and your spouse may apply for either a joint account or separate accounts. Submit two applications to apply for separate accounts. By signing your application, or using the VISA card, you represent that all the information is true and correct. By requesting or obtaining a VISA Card Account, you authorize us to check your credit history. You also authorize your employer and other references listed to release and verify information to us to determine your eligibility for the card at any renewal or extension of credit. You permit us to ask the references you have given us and to ask your employer and elsewhere from time to time about your finances, character and income. We may report to others our credit experience with you. If we issue you the VISA card(s) that you have asked for, which after this we will call the “card” or your “VISA card,” you agree to all of the terms of this Agreement both in using the card and in making your payments to us.

We will set a credit limit for your card and let you know what it is. We do not have to extend more credit than your credit limit. You must not use your card for more credit than that.

In this Agreement we will call the advances we make for the purchase of goods and services, your “purchases.” We will call cash withdrawals from your VISA Card Account whether taken from an automated teller machine or otherwise your “cash advances.” Daily, you may take ATM cash advances of no more than \$500.00 or the amount of your available credit limit, whichever is less.

RATES AND ANNUAL FEES

Account Type	Annual Percentage Rate	Daily Periodic Rate	Annual Fee
VISA Classic	16.25%	.0445%	None
VISA Gold	15.90%	.0436%	\$25.00
Secured VISA	13.50%	.0370%	None
Student Secured VISA	15.00%	.0411%	None
TravelAwards Plus VISA Classic	16.25%	.0445%	\$24.00
TravelAwards Plus VISA Gold	15.90%	.0436%	\$50.00
TravelAwards Plus Secured VISA	13.50%	.0370%	\$24.00
TravelAwards Plus Student Secured VISA	15.00%	.0411%	\$24.00

ANNUAL FEE: You must pay us a non-refundable Annual Fee, whether you use the card or not. The Annual Fee you will be charged is dependent on the account type. Refer to the Rates and Annual Fees table for the applicable Annual Fee. The Annual Fee will be charged to you in your first billing statement and every year thereafter in the billing statement of your anniversary month. Your Annual Fee will, however, be refunded to you if you decide to cancel your credit card Agreement within 30 days after your Annual Fee charge appears on your monthly statement. Refer to the Cancellation section for further information on cancellation procedures.

VISA CARD ACCOUNT STATEMENTS: Your VISA Card Account will be made up of all of your purchases and cash advances when made (converted to United States money, if necessary, at a conversion rate established pursuant to the applicable VISA Operating Regulations); your Annual Fee, all Finance Charges, and any other charges and fees agreed to in this Agreement. We will send or make electronically available for you a statement for each monthly billing period in which your VISA Card Account has an outstanding New Balance or has Finance Charges added to it. Your statement will show the minimum amount that you must pay and when we must receive your payment. Your next statement will be your receipt for your payments which are shown on it. If you agree to receive your Statements electronically through our electronic statement and payment service (the “Service”), your Statement will also be governed by the terms and conditions covering the Service as amended by us from time to time (the “Service Agreement”).

FINANCE CHARGES: (a) Calculation: We will figure the **FINANCE CHARGE** on your VISA Card Account by applying the daily periodic rate as indicated in the Rates and Annual Fees section, which is the **ANNUAL PERCENTAGE RATE** divided by 365, to the “Average Daily Balance” of your Account (including current transactions) and multiplying the product by the number of days in the billing cycle. To get the “Average Daily Balance” of your Account we will: (1) Take the beginning balance of your Account each day, (2) Add any new cash advances, (3) Add any new purchases and other fees or charges unless your total payments and credits on or before your due date shown in your previous month’s statement are as much as the New Balance shown on it, (4) Subtract any payments or credits applied to your Account and, (5) Subtract any unpaid Annual Fee, Fees, Late Charges and Finance Charges previously added to it. This will give us the balance. Then we will add up all the daily balances (excluding daily credit balances) for the billing cycle and divide the total by the number of days in the billing cycle. This will give us the “Average Daily Balance”, subject to minor variations due to rounding. (b) **Avoiding Additional Finance Charges:** Except as to cash advances there will be no Finance Charge if your total payments and credits on or before the due date shown on your monthly statement are equal to the entire New Balance shown on it. Finance Charges on cash advances cannot be avoided. They begin on the day the cash advances are added to your VISA Card Account.

PAYMENTS: (a) Minimum Payments: Your Due Date will be the same date each month (for example, if your payment is due on the 12th, it will be due on the 12th of each month), and Your Minimum Payment Due is equal to the sum of your Current Payment Due plus any payments past due and any amount by which Your New Balance exceeds Your Credit Limit. You agree to pay us after the Statement Date and on or before the Due Date shown on your statement at least the Minimum Payment Due. Your Current Payment Due is calculated based on the New Balance shown on your statement:

If Your New Balance is
\$20.00 or less
\$20.01 or more

You Must Pay at Least
The entire amount
The greater of 3%of the New Balance or
\$20.00 (rounded up to the nearest dollar)

You may make more than the Minimum Payment Due, but you may not prepay your Minimum Payment Due before the Statement Date of the statement on which it appears.

(b) **Currency:** You must make all of your payments in United States money, even if your original Purchases were made, or Cash Advances were received, in foreign currencies.

(c) **Time and Place for Payment:** You may send your payment to the address indicated on your billing statement, arrange to make your payment electronically through the Service and your electronic payments will be governed by this Agreement and the Service Agreement, or make it in person at any of our branches. We must receive your payment by 5:00 p.m. on the Due Date. If your payment Due Date is on a weekend or holiday, you will have until the following business day to make your payment. (For example, if Your Due Date is Sunday the 15th, your payment will be on time if it is received by Monday the 16th by 5:00 p.m.)

HOW YOUR PAYMENTS WILL BE APPLIED: We will apply your payments as follows: (1) first, to your Annual Fee; (2) second, to Interest Charged; (3) third, to late charges due; (4) fourth, to other fees; (5) fifth, to repayment of previous cash advances; (6) sixth, to repayment of previous purchases; (7) seventh, to current cash advances; and (8) eighth, to current purchases.

LATE CHARGES: On each payment that you don’t pay for 10 days or more after its due date, you will have to pay a Late Charge, provided that before your next payment is due we tell you about the Late Charge, which we will do by showing it on your statement. You will only have to pay the Late Charge once on the same late payment, but when you make any payment, we will treat it as being your oldest payment(s) due whether or not the amounts are the same. We will not charge you any more late charges after acceleration of your payments.

CASH ADVANCE FEE: 3% of the amount of each Cash Advance, subject to a minimum \$5.00 fee. A Cash Advance is an immediate cash loan you obtain through the use of your Visa Card Account at any participating affiliated automated teller machine (“ATM”) or any financial institution or other establishment authorized to process and grant you a Cash Advance.

WHOLE BALANCE DUE: If you do not pay us at least the minimum payment when it is due, or if you break a promise under this Agreement, or if we in good faith believe that the prospect of your making your payments and keeping your promises is not as good as it was when you signed the application, we can “accelerate” all of your payments, and cancel this Agreement. That is to say, we can make the entire unpaid balance including all unpaid purchases, cash advances, Interest Charged, and other charges and fees immediately due and payable. We don’t have to give you any notice before we do that. We can also “accelerate” all of your payments (i) if you make a false or misleading statement on your application, (ii) if you die, (iii) if a case is filed under the bankruptcy laws of the United States by or against you as a debtor, (iv) if any other creditor tries to seize your property, or (v) if we in good faith and with reasonable cause believe the chances of your making your payments or keeping your promises aren’t good anymore.

UNSECURED CREDIT: We have no security for your VISA Card Account, unless it is a Secured or Student Secured VISA Card Account, regardless of any other agreement you may have with us.

LIABILITY FOR AUTHORIZED AND UNAUTHORIZED USE AND LOSS OF CARD: You will be liable for any credit extended to authorized persons who use your VISA card. If used by a minor member of your family, we may presume and you will not dispute that the use of the credit card was for a necessity of life. If you give the credit card to a person for a specific purchase then we may presume and you will not dispute that the person is authorized to use the credit card. If you believe your VISA card(s) have been stolen or that someone may use or has transferred or may transfer money from your account without your permission, you must notify us immediately. Call our Customer Banking Center at (808) 627-6900 on Oahu or toll-free from the Neighbor Islands and Mainland at 1-800-272-2566 or write to our VISA Department, American Savings Bank, P.O. Box 2300, Honolulu, Hawaii 96804-2300. You agree that if any unauthorized use of the card or your VISA account occurs you will cooperate fully in any investigation and prosecution for such unauthorized use. You will be liable for unauthorized use by someone else to obtain credit only to the extent of \$50, regardless of when you notify us. If we have issued two or more cards for your VISA Card Account, and you notify us of the loss or theft of one, DO NOT USE THE OTHER(S). If you do, and the merchant keeps the card, you will have to pay us \$50 to reimburse us for the reward we have to pay the merchant, which we will treat like a fee under this Agreement.

AUTOMATED TELLER MACHINES: You have or may be given a Personal Identification Number (“PIN”) to access your VISA Account through automated teller machines. This PIN is your personal code and you should not disclose your PIN to others. Allowing someone else to know your PIN will allow them to access your VISA Account and may result in you losing the unused balance in your account. We may, at any time, suspend or terminate your use of automated teller machines (to access your account) without cause or prior notice. In addition you understand and agree that you may use your VISA card at a Money Express ATM or an ATM authorized by us that bears the VISA logo. You may use your card at such an ATM to obtain a cash advance. We will charge you \$1.00 for obtaining this cash advance and the applicable cash advance fee (see Cash Advance Fee section). WE RESERVE THE RIGHT TO WAIVE THIS FEE FROM TIME TO TIME.

LIMITATIONS ON ATM TRANSACTIONS: In addition to the limitations on ATM transactions described in the AGREEMENT BETWEEN YOU AND AMERICAN SAVINGS BANK CONCERNING VISA CARD ELECTRONIC FUND TRANSFER SERVICES, you agree that you will not use your VISA card and PIN to initiate any ATM transaction that would cause the balance of your Visa account to exceed the credit limit on your VISA card. If you do this, we may complete the transaction, but we are

not required to do so. If we do so, you agree to pay any amount in excess of your credit limit immediately upon request.

OBTAINING CREDIT WITHOUT A CARD: If you give your Account number to make Purchases or to obtain a Cash Advance without using your card (such as for a mail order or telephone purchase), you will be responsible for the amount of the Purchase or Cash Advance as if you had used the card.

CONVENIENCE CHECKS: If we supply you with personalized Convenience Checks, they will be subject to the following conditions. Only the person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. dollars. We will not certify a Convenience Check. We are entitled to return it unpaid if there is not enough available credit in your Account to pay it, if you are in default under this Agreement, if your Card or Convenience Checks have been reported lost or stolen, or the Convenience Check is post dated (shows a future date). Any Convenience Check that we pay will be added to your Account as a Cash Advance and you will be charged the applicable Cash Advance fee (see Cash Advance Fee section). A Convenience Check cannot be used to make a payment on your VISA account.

BALANCE TRANSFERS: From time to time, you may authorize us to reduce or payoff the balance on credit card accounts you have with other institutions. We will pay the balances you have authorized in writing up to your credit limit, unless otherwise limited by the terms and conditions of this Agreement. Any balance transfer will be added to your account as a Cash Advance.

QUESTIONS AND BILLING ERRORS: Let us know right away if you have any questions about your statement. If you think we have made a mistake on your monthly statement you should read the notice of rights to dispute billing errors.

OTHER FEES: We charge the following fees, unless the law forbids us to do so in the future, which may be amended from time to time by us, for the services described below. You authorize us to charge your VISA Card Account for fees due us. We reserve the right to waive fees from time to time and if we incur special expenses on your VISA Card Account due to a request by you, we may also charge you for these expenses.

Late Payment Fee	\$25.00
Duplicate Draft	\$ 2.00
Returned item (due to insufficient funds)	\$20.00
Statement Reconciliation (per half hour)	\$10.00
Research Request (per half hour)	\$10.00
First Replacement of Lost, Stolen, or Damaged Card	Free
Additional Replacement Cards (per card)	\$15.00
ATM Fee (per transaction)	\$ 1.00
Cash Advance Fee	3% of the amount of each Cash Advance Amount, subject to a \$5.00 minimum fee.

COLLECTION COSTS: If we hire an attorney to collect the unpaid balance of your Card Account or anything else you owe under this agreement, you must pay us a reasonable attorney’s fee, up to the maximum amount allowed by law, and any other expenses including cost of repossession, foreclosure and other legal remedies that we incur in collecting what you owe under this contract. If we have to sue you to do that, you must pay us court costs, whether or not we hire an attorney. You must pay such amounts when we demand, or we can, if we wish, treat them as a Cash Advance on your Card.

NOTICE OF NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

CHANGE OF TERMS: Subject to the Credit CARD Act of 2009, we can change the terms of this Agreement at any time. If you do not agree to the new terms, you must terminate your Account prior to the effective date of the new terms. Your failure to terminate your Account prior to the effective date of the new terms will constitute your acceptance of the new terms. The new terms will apply both to new purchases, fees and cash advances and any unpaid balance and accrued Finance Charges at the time the change is effective. We will mail or deliver to you the new form of your VISA card Agreement or some other written notice of the change at least 45 days before the change takes effect or before your first use of your VISA card, except that we don’t have to do that in the following situations:

(a) You’ve already agreed to the change; or (b) The change involves Late Charges, charges for giving you a copy of a receipt or other credit document, or fees listed in the Other Fees section of this Agreement; or (c) The change involves a reduction of any component of a finance charge or other charge; or (d) The change involves suspension of future credit privilege or termination of an account or plan; or (e) The change results from an agreement involving a court proceeding, or from your default or delinquency (other than an increase in the periodic rate or other rate or other finance charge); or (f) The change (other than a Finance Charge increase) results from your failure to make your payments or otherwise do as you’ve promised under this Agreement.

DISPUTES WITH SELLER: You must try to settle directly with the seller whatever disputes you may have concerning the seller’s charges for goods or services that you pay for with the card. If you cannot do so you must send us and the seller a written notice of the dispute. We may then act to settle the dispute as is permitted under the Federal Truth in Lending Act and VISA Regulations.

IF YOUR CARD IS REFUSED: We are not responsible and shall have no liability if a merchant, a financial institution, an ATM, or any third party refuses to honor your card or accept a transaction on your Account. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited since we may limit the number of authorizations which may be given. These restrictions are for security reasons. As a result, we cannot explain the details of how our authorization system works. Neither we nor our agents will be responsible or have any liability if authorization for a transaction is not given. If your Account is overlimit, or delinquent, authorization of credit transactions may be declined.

TEMPORARY REDUCTION OF CREDIT LIMIT: Merchants, such as car rental companies and hotels, may request prior credit approval from us for an estimated amount of your Purchases, even if you ultimately do not pay with your credit card. If our approval is granted, your Available Credit will be temporarily reduced by the amount authorized by us. If you do not ultimately use your Credit Card account to pay for your Purchases, or if the actual amount of Purchases posted to your account varies from the estimated amount approved by us, it is the responsibility of the merchant, not us, to cancel the prior credit approval based on the estimated amount. The failure of the merchant to cancel a prior approval may result in a temporary reduction of your Available Credit, but will not increase the amount you owe us under this Agreement.

CANCELLATION: We may cancel this Agreement if you move out of the State of Hawaii or at any other time by telephone or by mailing you a written notice of cancellation, and you must surrender the card to us whenever we ask you for it. You may cancel this Agreement by delivering to us written notice that you wish to do so together with all the cards that we have issued to you or your family or in your name. When your VISA card is cancelled, you will still be responsible for any outstanding amounts not yet billed to you and you will be required to pay everything you owe to us, including any charges you may make after notification to us of the cancellation of your VISA card. Annual Fees are not refundable except under the conditions referred to in the Annual Fee section.

ADDRESSES, NOTICES: If you move, you must give us your new address. Write us on a separate sheet of paper at the address listed below so we can change our records. Whenever we are required to give you notice of something, we may presume without fear of dispute, that we have given it to you if we mail it to you at your present address, or any new address that you have given to us or to your last address known to us. Our mailing address is American Savings Bank, VISA Department, P. O. Box 2300, Honolulu, Hawaii 96804-2300. You should mail any notice that you need to give us to that address.

TIME: It is essential that you make your payments on time and keep your promises under this Agreement.

ASSIGNMENT: You may not assign to anyone your rights under this Agreement without our prior written consent.

OUR BUSINESS DAYS: Our business days are Monday through Friday. Holidays are not included.

JOINT AND SEVERAL: By signing the Application you agree and everyone signing with you also agrees to be liable to us jointly, and each of you will also be liable to us individually, for your loans and other obligations under this Agreement. We may collect from or sue any one or more of you without giving up any of our rights against the others. This Agreement is also binding upon heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds to them in any other way.

WAIVER: By signing the Application you agree and everyone signing with you also agrees to waive the rights of “presentment” and “notice of dishonor.” “Presentment” means the right to require us to demand payment of amounts due. “Notice of dishonor” means the right to require us to give notice to the other persons that amounts due have not been paid. In addition, all of you consent to any breaks that we give with respect to time of payment (such as extensions or postponements or even multiple extensions for longer than the original period) or that in any other way impair or suspend our remedies or rights, shall not result in a continuing waiver of any of our rights under this Agreement. We shall not waive any of our rights under this Agreement by giving you a break. No waiver, consent or approval by us will be effective unless it is in writing and we have signed it.

CONVERSIONS: If you are converting another VISA account you have with us to this VISA account, any purchases or cash advances which are outstanding on your old account will be added to, respectively, your Purchase Account and your Cash Advance Account. Those balances and Finance Charges will be subject to and payable as provided under this Agreement.

ARBITRATION: If you or we request, any controversy or claim between you and us will be decided by arbitration in Honolulu, Hawaii, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and Chapter 658A of Hawaii Revised Statutes. The arbitration will apply any applicable statutes of limitation under Hawaii law in determining any claim, and will determine any controversy concerning whether an issue is subject to arbitration. Judgment on any arbitration award may be executed in any court having jurisdiction. Although we may submit any controversy or claim we have against you to arbitration, we are not required to do so, and we may pursue any remedies we have under this Agreement or applicable law. If we commence a judicial action and/or exercise self help remedies, we may do so without waiving our right to submit the controversy to arbitration at a later date. If a controversy or claim is submitted to arbitration by either you or us, the prevailing (winning) party will be entitled to recover its reasonable attorney’s fees and cost.

ILLEGAL TRANSACTIONS: The use of this card for illegal transactions is prohibited. You and the Authorized Users may not use any Card for an illegal purpose. We may cancel or suspend your Account if we reasonably believe that your Account or your Designated Deposit Account, if your Account is a Secured VISA Account, is being used for an illegal purpose.

FOREIGN TRANSACTIONS: If you use your card to make a purchase or cash advance payable in a currency other than U. S. Dollars, the amount of the purchase or cash advance will be converted to U. S. Dollars by Visa, Inc. (the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa, Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa, Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date). Under this situation or if you use your card to make a purchase or cash advance in a foreign country payable in U.S. Dollars, the transaction will be assessed an International Service Assessment Fee of up to 2% of the transaction amount.

SEVERABILITY: In the event that any provision of this Agreement is held or determined invalid or unenforceable, for any reason, the remainder of the Agreement shall remain in full force and effect and unaffected by such holdings or determination.

APPLICABLE LAW: Your use of your VISA Card is governed by the laws of the State of Hawaii, even if your purchase or cash advance is made outside of the State of Hawaii. You agree to submit to the jurisdiction of any court located in Hawaii at our option.

HEADINGS: The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of the Agreement.

FOR SECURED VISA AND STUDENT SECURED VISA ACCOUNTS

In addition to the other terms and conditions mentioned in this Agreement the following terms and conditions apply to Secured and Student Secured VISA Accounts:

SECURED CREDIT: Your Secured or Student Secured VISA Card Account is secured by the savings account described in your Secured or Student Secured VISA Card application and Pledge Agreement. By signing your Secured or Student Secured VISA Card application and Pledge Agreement, you have pledged and given to us a security interest in the savings account, including interest earned on funds in the account, as collateral for your Secured or Student Secured VISA Card Account. By pledging your savings account to us, you agree that if you are in default under this Agreement, we may, at our option and without notice to you, apply the balance of the pledged savings account to the outstanding balance of your Secured or Student Secured VISA Card Account.

PLEDGED ACCOUNT REQUIREMENTS: For Secured VISA Accounts, you agree to maintain a minimum balance in the pledged savings account of an amount equal to the greater of (a) 100% of your credit limit; (b) your outstanding balance; or (c) \$500.00. For Student Secured VISA Accounts, you agree to maintain a minimum balance in the pledged savings account of an amount equal to the greater of (a) 110% of your credit limit; (b) your outstanding balance; or (c) \$330.00. If the balance in the pledged savings account ever falls below these minimum requirements, you agree to immediately deposit to the pledged savings account an amount sufficient to cause the balance in the account to satisfy these minimum balance requirements. You may not close your pledged savings account until the outstanding balance of your Secured or Student Secured VISA Card Account has been paid in full and all cards issued to you have been returned to us or otherwise satisfactorily accounted for to us. If we or you cancel your Secured or Student Secured VISA Card Account, we reserve the right to hold the funds on deposit in your pledged savings account for a period of time (but not more than 45 days after the Secured or Student VISA Card Account is closed), which we believe sufficient for any outstanding credit drafts or charges to clear.

SECURED CREDIT; SETOFF: We have a security interest in your pledged savings account as described in this Agreement and in your application. We have no other security interest for your Secured or Student Secured VISA Card Account regardless of what any other agreement you may have with us may say. We may setoff your pledged savings account, however, at any time you are in default under this Agreement without notice to you.

APPLICABLE LAW: Your use of your Secured or Student Secured VISA Card and the pledged savings account is governed by the laws of the State of Hawaii, even if your purchase or cash advance is made outside of the State of Hawaii. You agree to submit to the jurisdiction of any court located in Hawaii at our option.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us as soon as possible at American Savings Bank, VISA Department, P.O. Box 2300, Honolulu, Hawaii, 96804-2300, or you may contact us through the Service if you elect to receive your Statements electronically.

We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at (808) 627-6900 on Oahu or toll-free from the Neighbor Islands and Mainland at 1-800-272-2566, but doing so will not preserve your rights.

In your letter give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you authorize us to pay your Account bill automatically from your savings or checking account through the Service or by requesting the payment at one of our branches, you can stop or cancel the payments on any amount you think is wrong. To stop the payment, your communication must reach us three (3) business days before the automatic payment is scheduled to occur, or, if your automatic payments were set up by you using the Service, you will need to log in to the Service and cancel the payments you wish to stop.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bills that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send or make available for you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**AMERICAN SAVINGS BANK
TRAVELAWARDS PLUSSM TERMS AND CONDITIONS
(Effective as of 03/01/09)**

General - TravelAwards PlusSM ("Program") is offered at the sole discretion of American Savings Bank, F.S.B. ("American", "Issuer", "we", and "us") for consumer credit card accounts, business credit card accounts, consumer checking accounts and business checking accounts (collectively "Accounts") under which Visa credit cards ("Credit Card") and Visa check cards ("Debit Card") are issued by American (collectively "Visa Card"). These terms and conditions apply to the individual consumer to whom an eligible Account is established and an eligible Visa Card is issued or to the company to which an eligible Account is established whereby Visa Cards are issued to one or more employees ("you" or "Cardholder"). Under the Program, the TravelAwards Plus Account holder ("you") may earn TravelAwards Plus Points ("Points", "Point") every time you make a qualifying purchase or engage in a qualifying transaction with an eligible Visa Card that is enrolled in the Program. You may also earn bonus Points when you perform certain other transactions ("Bonus Transactions"). You may redeem these Points for merchant gift certificates or cards, travel certificates, merchandise, and much more (collectively "Rewards"). By participating in the Program, you agree to the following Program terms and conditions as well as other agreements you have with American, including, but not limited to, Deposit Account Rules, Deposit Account Disclosures and Fees, Business Account Rules, Business Fee Schedule, Private Banking Fee Schedule, Analyzed Account Fee Schedule, Visa Card Agreement, Consumer Visa[®] Check Card and Money ExpressSM ATM Card Agreement, Visa[®] Business Check Card Agreement, Private Banking Platinum Visa Card Agreement, Business Visa Credit Card Agreement, and Equity Express Account Agreement, as applicable.

Eligibility; Enrollment—Visa Cards issued by American may be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a particular Visa Card or cardholder is eligible to participate in the Program. To participate in the Program, you must enroll your eligible Visa Card and establish a TravelAwards Plus Program account ("Program Account") to record your Point activity. For more information, visit ashbawill.com/travelawardsplus, or to enroll call us at 627-6900 on Oahu or toll-free at 1-800-272-2566 from the Neighbor Islands or the mainland, or visit your nearest branch. Once you successfully enroll your Visa Card and establish your Program Account, you will select a User ID and Password that is required to access the Program website at www.travelawardsplus.com. It is your responsibility to keep any password safe and known only to you. This password should never be revealed to anyone else since this would violate the security of the Program Account and you may lose the Points in your Program Account. We consider anyone else who knows your password to have permission to use your Program Account, unless you tell us otherwise.

More than one Holder—This provision applies only to Program Accounts held by individuals and does not apply to Program Accounts held by a business. A Program Account opened in the name of more than one individual is held jointly with the right of survivorship. If one of the two holders should die, the Program Account is regarded as belonging to the surviving holder. If there are more than two holders and one should die, the Program Account remains in the names of the surviving holders. Each holder is the agent of the other holders, and is authorized to redeem Points up to the accumulated Point balance of the Program Account and to close the Program Account. The holders agree that each of you is responsible separately and together for all fees, charges or any other obligations to us. All holders agree that if we are served with any notice of claim, lien, attachment, garnishment or any other court order or legal process relating to any one or more of the Program Account holders, we may proceed as though the Program Account was held solely by that holder named in the notice. All holders agree to use this Program Account honestly and waive any rights and claims against American, its agents and assigns, which could be made because of an act of one of the holders. In the event there is a dispute over the control of this Program Account, we may close the Program Account with the loss of all earned and accrued Points, refuse to redeem Points, or place a hold on the Program Account.

Linking — Program Accounts must be held in the exact same ownership as the Accounts through which Points are earned. Points earned through multiple Accounts may be placed into a single Program Account as long as all Accounts and the Program Account are held in the exact same ownership. A Visa Card linked to your Program Account is referred to as a "Linked Card." American may, in its sole discretion, determine whether Visa Cards and/or Program Accounts will be linked or not linked and determine whether a Linked Card will be unlinked from a Program Account, and any such determination shall be final.

How Points are Earned / Eligible Transactions — Only Qualifying Transactions with your enrolled Visa Card can earn Points to your Program Account. A "Qualifying Transaction" is any signature-based purchase, internet purchase, phone or mail order purchase, or bill payment made with an enrolled Visa card, which is processed or submitted through the Visa Inc. transaction processing system. You must sign for all in-store purchases you make with an enrolled Visa Card in order for such purchases to be considered a Qualifying Transaction; do not use a Personal Identification Number (PIN) when paying for your purchases with your enrolled Visa Card if you want to earn Points for such purchases. Consumer and Business Credit Cards earn one Point for every dollar of a Qualifying Transaction. Consumer Debit Cards earn one Point for every two dollars of a Qualifying Transaction and Business Debit Cards earn one Point for every dollar of a Qualifying Transaction. Points earned will be credited to your Program Account on a monthly basis, generally as of the 15th of the month for the previous month-end. TravelAwards Plus e-Statements are posted online monthly and are available for viewing on our website after the 15th of each month. You may request to receive a monthly email notification of the availability of your TravelAwards Plus e-Statement along with the link to our website at www.travelawardsplus.com where your e-Statement, point accumulation and/or adjustments, and current point balances may be viewed. TravelAwards Plus Statements are separate and apart from your Visa Credit Card Billing Statement and American Savings Bank Checking Account Statements. When merchandise purchased with your American Savings Bank Visa Card is returned, any resulting credit adjustment will produce a corresponding reduction of Points in your Program

Account. Points and Rewards have no cash value and may not be assigned or pledged to any third party. You are responsible for any personal tax liability that may be related to participation in the Program and redemption of any Rewards.

How to Earn Bonus Points and/or Incentives

TravelAwards Plus participants may earn bonus points and/or incentives for shopping at the TravelAwards Plus Online Mall. You must be a registered user of TravelAwards Plus. Each time you begin your shopping at our Online Mall and use your American Savings Bank Visa Card, you'll earn points plus you will receive additional incentives such as bonus points or special merchant offers. Most purchases will qualify for bonus points however each merchant may not offer bonus points for all of their products and services. To determine what merchandise or services qualify, see the information page for each merchant for specific details. In some cases you may need a coupon code. If applicable, the coupon code will be given to you along with the special offer. Please allow 45-90 days for your bonus points to appear in your Program Account. Contact us at 1-(800) 866-4090 to notify us so that we may resolve any discrepancy. By shopping at the TravelAwards Plus Online Mall, you are agreeing that a "cookie" can be written to your computer so that we may track your purchases made at the Mall in order to calculate how many bonus points you earn during every shopping session. You also understand that before you begin shopping at our Online Mall, JavaScript must be enabled in your Internet browser.

There are other opportunities, in addition to shopping at our Online Mall, that allow TravelAwards Plus customers to earn bonus points. Participation in special promotions which are periodically offered by American Savings Bank is also a means of earning points faster.

Ineligible Transactions / Exclusions — Visa Card Transactions that do not earn Points may include, but are not limited to, PIN transactions (when you must enter your Personal Identification Number), cash advances, balance transfers, Automated Teller Machine (ATM) withdrawals/advances, convenience checks, and unauthorized/fraudulent transactions. However, American has the exclusive right to offer programs where one or all of these transactions may become eligible for Points on a limited time only basis.

How to Redeem Points for Travel Related Services — Points may be redeemed for a variety of Rewards, as indicated in the TravelAwards Plus brochure. For a complete listing of redemption options, browse our redemption center at www.travelawardsplus.com. Upon making your selection, you may redeem online or by calling the American Savings Bank TravelAwards Plus Redemption Center ("Redemption Center") at 1-800-866-4090, any day, 24 hours a day. Travel Certificate redemptions must be with a minimum of 10,000 Points and additional increments of 2,500 — not to exceed your accumulated Point balance in your Program Account. The appropriate Point redemption will be made to your Program Account when the Travel Certificate is issued, and the appropriate amount will be credited to your Account when you have provided us sufficient proof of travel. Make your travel arrangements and pay using your American Savings Bank credit card or check card, and when your travel is completed, contact the Redemption Center. You must provide us evidence of payment for travel arrangements/reservations with the travel provider, your Program Account number, your signed original Travel Certificate, and a daytime telephone number. Please allow 1-2 weeks for the credit to be processed to your Account. Travel certificates are good for one year from their date of issue. In our sole discretion, we may decline to fulfill any particular request.

How to Redeem Points for Merchandise, Gift Cards/Certificates or Bonus Rewards —Points may be redeemed for a variety of Rewards, as indicated in the TravelAwards Plus brochure. For the most updated and complete listing of redemption options, browse our redemption center at www.travelawardsplus.com. Upon making your selection, you may redeem online or by calling the Redemption Center at 1-800-866-4090, any day, 24 hours a day. All redemptions are sent to the billing address on the account or to the address provided by you when the redemption is made online. The minimum number of Points needed to redeem for merchandise is 2,500 with the exception of music and ringtone downloads which are available starting at only 750 points. Also some gift cards/certificates are available with redemption of less than 2,500 points. The most complete and updated Point redemption levels can be found on the website at travelawardsplus.com. Unless otherwise indicated, points may be redeemed only in increments of 2,500, not to exceed your accumulated Point balance in the Program Account. In our sole discretion, we may decline to fulfill any particular request. Shipments for Bonus Rewards and Merchandise cannot be made to a Post Office Box, APO address, or outside the 50 United States. Shipments for gift cards/certificates cannot be made outside the 50 United States. Shipping/delivery times vary and are dependent upon your selected Reward. For merchandise, UPS or USPS will usually deliver your item within 2-4 weeks. For gift cards/certificates, please allow 7 — 10 business days for delivery. Gift cards/certificates may not be returned for any reason. You, as a Cardholder, have sole responsibility for any charges over and above the stated value of any gift card or gift certificate. For all redemptions, you must report to us within 30 days of making your redemption if you have not yet received any of the items that you requested. After this 30-day period expires, we will not be responsible for any redemption items that were shipped and not received by you. A rewards merchandise item may only be returned in the event it arrives in defective or damaged condition, and must be returned in the original packaging within 30 days of receipt. Instructions on how to return defective or damaged items are usually included with your merchandise or you may contact the Redemption Center for instructions. For returns of items that are not damaged, please inquire with the Redemption Center. Return shipping charges must be paid by the participant in addition to a \$30.00 restocking fee. Item(s) must be returned in an unopened and unused condition within 30 days of receipt and must include all original packaging. All Rewards are subject to availability. Rewards items may be discontinued or withdrawn without notice. Should an item be discontinued, it will be replaced with an item of equal or greater value or you will be advised of the unavailability so that you can make an alternate selection. For more information on bonus rewards, merchandise, and gift cards/certificates, please visit our website or call the Redemption Center at 1-800-866-4090.

Immediate Family Redemption. Immediate family members, up to a maximum of four, residing in the same household who are each American Savings Bank's TravelAwards Plus Visa cardholders may together combine redeemable Points towards Rewards for one or more of the four immediate family members. Immediate family members are limited to parents, spouse or reciprocal beneficiary, and children. American may, in its sole discretion, determine whether to fulfill or decline any request to combine redeemable Points, and any such determination shall be final.

Points Expiration — Points accrue monthly and are valid for seven (7) years. Points unredeemed seven years after accrual are automatically forfeited. Redemption utilizes Points in the order in which the Points are earned. You are not entitled to compensation from us or any other entity when your Points expire.

Loss of Points / Refuse Redemption — Only you, the Program Account holder, is able to redeem Points. Any Points subtracted from your Program Account may reduce or eliminate accumulated Points and may result in a negative Point balance. If such subtractions are applied to your Program Account after a Reward for redemption has been selected that reduces your Point balance below the amount required for such Reward redemption, we may suspend delivery of the requested Reward. If your Program Account has a negative Point balance, any newly earned or accrued Points will be used to offset such negative Point balance until such balance has been brought to zero. And, if your Program Account shows signs of fraud, abuse or suspicious activity, you may lose your accumulated Points, and we may close your Program Account immediately. Points are redeemable on the Program Account only when the Debit Card Account is in open status with checking accounts carrying a positive balance and/or the Credit Card Account has an open and current status. American may refuse redemption of Points for any Program Account where the related Accounts are over the credit limit, overdrawn and/or past due. Immediate loss of all earned and accrued Points occurs on Visa Cards and Accounts that are closed, charged to loss, or where the Account owner files bankruptcy. In the event of a dispute over the ownership or control of any Program Account, we may close the Program Account with the loss of all earned and accrued Points, refuse to redeem Points, or freeze the Program Account.

Termination of Participation — American Savings Bank has the right in our sole discretion to terminate your participation in the Program and close your Program Account at any time with or without cause or reason. Subject to the Program Terms and Conditions, you may terminate your participation in the Program and close your Program Account at any time. American will not be responsible for problems caused because you closed your Program Account. If your participation in the Program is terminated by you or American, all of your earned and accrued Points are forfeited and are not transferable. If your participation in the Program is terminated and your Program Account is held by you and other individuals, the Points in the Program Account will remain with the remaining individuals who hold the Program Account. If your Program Account consists only of rewards Debit cards, American Savings Bank has the right to terminate your Program Account if there are no points earned or posted to your Program Account for a consecutive six-month period. If this should occur, any earned and accrued Points are forfeited and are not transferable.

Additional Terms and Conditions — Point Redemption is by: a) Travel Certificate (credit to your Account) and only holds value for travel related services; and b) Merchandise, Gift Cards/Certificates, Music and Ringtone Downloads, and Bonus Rewards. Travel Certificates expire one year after their date of issue, and have no cash value and are not redeemable for cash. American Savings Bank, its agents or assigns, are not responsible for lost, misplaced, or stolen travel certificates, gift cards or certificates, and correspondence or other documents. Credit for unused portions of travel certificates will not be issued or credited back to the Program Account should the value of the completed travel service be less than the value (implied or otherwise perceived) of the redeemed Points. American, its agents and assigns, are not responsible for TravelAwards Plus electronic or paper statement errors and omissions due to computer error, late or incorrect data transmissions, travel certificates issued based on your request which contained errors or was not properly requested by you, or any other errors and omissions performed by other than American, its agents or assigns. Some transactions may not be automatically credited to your TravelAwards Plus Account. You release us, our affiliates, agents, and assigns, and any merchants participating in this Program from all liability regarding the redemption and use of Rewards, including any Rewards that may be lost, stolen or destroyed.

Affiliations — The TravelAwards Plus Program is offered by American Savings Bank, a federal savings bank, through its affiliation with RewardsNOW!, a New Hampshire corporation. From time to time, the Program will allow travel agencies to provide travel related services. However, American is not responsible for offerings, conduct, or restrictions of those travel agencies. Also from time to time, Program offers will include bonus rewards provided by participating local (within the State of Hawaii) and non-local (outside the State of Hawaii) vendors, merchants and service providers. American, its agents and assigns, make no warranties, representations or guarantees, implied or otherwise, as to the quality of any rewards or services, whether provided by local or non-local vendors, merchants and service providers. American is not a licensed travel agent. If you shop at the TravelAwards Plus Online Mall, you acknowledge that American has neither made, nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, including but not limited to, the quality of the vendor's product(s) or service(s) purchased. You acknowledge that American is not warranting any of the work and/or materials provided by the vendor you select, and that you should conduct your own due diligence (for example, checking with the Better Business Bureau and the Department of Commerce and Consumer Affairs of the State of Hawaii) on the vendor from which you purchase.

Rates and Fees — Rates and fees for use of your Credit Card and Debit Card apply. Please see your Visa Card Agreement, Consumer Visa[®] Check Card and Money ExpressSM ATM Card Agreement, Visa[®] Business Check Card Agreement, Business Visa Credit Card Agreement, Private Banking Platinum Visa Card Agreement, Equity Express Account Agreement, Deposit Account Disclosures and Fees, Business Fee Schedule, Private Banking Fee Schedule, and Analyzed Account Fee Schedule, as applicable, for information on applicable rates and fees on your Credit Card and Debit Card.

Transfer of Points / Other Rewards Programs — Program Points are not transferable/may not be assigned, pledged, or transferred to another Program Account, other participating cardholders, Account beneficiaries, or any other third party. Program Points may not be combined with or transferred to other reward programs offered by other companies/institutions. American may combine or incorporate the Program with promotions, programs, or products that may be offered by American from time to time.

Program Rule Changes / Program Termination — Subject to State and Federal laws and regulations, American may add new Program rules or change these Program rules at any time, without prior notification. We may choose not to give you advance notice if it involves the security of the system of your Program Account. Changes may include, but are not limited to Point accrual, redemption thresholds, redemption levels and procedures, annual fees, and program aspects/offers. American may terminate this Program or any portion, without further recourse, provided that reasonable notice is given to the Program participants. You may access continuously updated TravelAwards Plus Terms and Conditions at www.travelawardsplus.com in order to have the most current information regarding the program.