



Consumer Online Banking Agreement

This Agreement describes your rights and obligations as a user of the Consumer Online Banking Service and other online services made available in Consumer Online Banking Service, such as the Bill Payment Service and Zelle® Personal Payments. (The Online Banking Service and other online services are referred to collectively as "Online Services" and individually as an "Online Service.") This Agreement also describes the rights and obligations of Territorial Savings Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this Agreement, and those provided to you at account opening, in order to use this Online Service. If you do not agree to these terms, do not complete your registration for the Online Services or use the Online Services.

In order to access your accounts, products and services with us through Online Banking and to receive certain electronic communications, you must consent to the Electronic Communications disclosure described below.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you (1) acknowledge your receipt and agreement to this Agreement; and (2) agree that the following may be provided to you in electronic form: any contract for the provision of Online Services, any disclosures and information regarding Online Services and transactions made through Online Services.

You are also acknowledging receipt of the following information and agree that:

- You will check your e-mail regularly for notices from Territorial Savings Bank.
- You will provide accurate, current and truthful registration information and contact information (including your e-mail address) and that you will keep this contact information up-to-date with Territorial Savings Bank.
- We may provide you with this Agreement and any revisions and amendments in electronic form. If you accept this Agreement, you are

consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using Online Services. (Certain Online Services may have separate terms and conditions which govern use of that specific Online Service. To the extent of any inconsistency, the terms and conditions of the specific Online Service control over any provision in this Agreement.)

- You have a right at any time to withdraw, without service charges, your consent to receive this Agreement and information regarding Online Services and Online transactions electronically. However, because the Agreement and the information are provided only in electronic format, your withdrawal of consent will terminate the Online Services. We may assess a fee for any paper copies that you request. We suggest you print out and retain copies of this Agreement and other information that you would like to retain.
- If you wish to withdraw consent to receive information electronically, to terminate the Online Services, or to update your information such as a change of address, or email address, please contact us at:
 1. Via Telephone during business hours:
On Oahu (808) 946-1400 or toll-free at 1 (800) 951-8418
 2. Via Mail:
Territorial Savings Bank
Attention: Electronic Banking Services Department
P.O. Box 1481
Honolulu, HI 96806
- You are able to access information that is provided in the same manner as the information and the Online Services via the Internet.

1. General

By signing up for our Online Banking Service, you agree to follow our instructions and these rules. These rules are in addition to all the other rules that apply to each account you have with us.

2. Online Services

- Our Online Banking Service allows you to find out information about most of your accounts with us and to make transfers from many of these accounts (the "Payment Account") to your other Territorial accounts.

- Our Bill Payment Service permits you to pay bills to most people located in the United States. You must have a checking account from which you will pay your bills electronically in order to use this Online Service. Click on to the Bill Payment Service header for the Terms and Conditions of the Bill Payment Service. You may not enroll in the Bill Payment Service unless you are enrolled in the Online Banking Service.
- Our Zelle® Personal Payments Service permits you to make payments to individuals located in the United States. You may not use the Zelle® Personal Payments Service unless you are enrolled in the Bill Payment Service. In addition, the person receiving payment through Zelle® must agree to accept payments from you through Zelle®.
- The Bill Pay/Zelle Terms and Conditions can also be found on the Bill Payment Service and Zelle® pages.
- Our eStatement Service permits you to receive your official TSB account statements electronically in Consumer Online Banking.
- Alerts. Your enrollment in Territorial Savings Bank Consumer Online Banking includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Territorial Savings Bank account(s). Alerts are provided within the following categories:
 - **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
 - **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
 - **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Territorial Savings Bank Online Banking and Manage Alerts menu within Territorial Savings Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Territorial Savings Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Territorial Savings Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 48179 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Territorial Savings Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to 48179. In case of questions please contact customer service at 808-946-1400. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Territorial Savings Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Territorial Savings Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Territorial Savings Bank, its directors, officers, employees, agents, and

service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

3. Protecting Your User ID and Password

We do not tell our customers all our security procedures. However, you will have a User ID and a password to use our Online Services. It is your responsibility to protect the secrecy of this information. You are financially responsible to the full extent permitted by law for anyone using this information (unless someone has stolen that information from us).

- Your User ID and password should never be revealed to anyone else as this would violate the security of the Online Services and you may lose all the money in your account (plus your maximum line of credit if you have one). Anyone with your User ID and password may be able to obtain account information (such as available balance) and make transactions even if he or she is not otherwise authorized to do so.
- Anyone to whom you give your User ID and password will be deemed to have permission to make electronic transactions on your account, even if such person exceeds the authority you have given to him or her to make transactions on your account. However, you should change your User ID and password and notify us immediately to minimize loss. Contact us at the telephone number listed in section 12 below, or come to any branch.

4. Ability of Enrolled Person to Effect Transactions Alone

When you enroll in an Online Service, you agree that any person enrolled in the Online Service or who is provided with a User ID and password for the Online Service is authorized by you to use the Online Service. This means that any one person can effect a transaction through the Online Service even

if your account agreement otherwise requires joint action by two or more persons.

5. Types of Transfers Available through the Online Banking Service

- You may make transfers from your Territorial checking accounts (up to your available balance, including any applicable overdraft protection line of credit for that Payment Account) to your other Territorial checking or savings accounts.
- You may make disbursements from your Territorial personal and home equity line of credit accounts into your Territorial savings or checking accounts.
- You may make payments from your Territorial checking or statement savings accounts to your Territorial loan accounts.

6. Limitations on Frequency of Online Banking Transfers

For security reasons, there may be limits on the number of transactions that may be made.

7. Limitations on Dollar Amounts of Online Banking Transfers

- You agree not to engage in any transfer which would cause your Available Balance to go below \$0 (including any applicable overdraft protection line of credit for that Payment Account), or which would exceed your line of credit for any loan account.
- You agree not to make any transfer that would exceed your credit limit.
- For security reasons, there may be other limits on the transactions that may be made.

8. One-Time and Recurring Online Banking Transfers

You may use the Online Banking Service to make a one-time transfer or a series of recurring transfers.

- One Time Transfers. If you designate a Transfer as an "immediate" one time transfer, your Transfer will be processed during your Online

Banking session, provided that you have sufficient available funds in your Payment Account (including any applicable overdraft protection line of credit for that Payment Account). If you do not have sufficient available funds for an "immediate" transfer, your Transfer will be rejected during your Online Banking session, and nothing further will happen.

- If you have selected a "future" Transfer Date that is not a business day, we will process your Transfer instruction on the next business day. You may specify a Transfer Date up to ten years in advance. If you do not have sufficient available funds for a "future" transfer when we attempt to process your transaction on the scheduled date, we will attempt to transfer the funds the next two business days. After our third attempt, if you do not have sufficient available funds, the scheduled transfer will be cancelled. We also may assess a Not Sufficient Funds ("NSF") fee on your Payment Account. The NSF fee may be assessed whether the transfer is rejected or completed. See section 9 below for more information regarding available funds.
- Recurring Transfers. If you designate a Transfer as part of a series of recurring transfers, we will make the Transfer for the same dollar amount on periodic Transfer Dates that you specify (e.g., weekly, biweekly, monthly, etc.), provided that you have sufficient available funds in your Payment Account (including any applicable overdraft protection line of credit for that Payment Account) when we process your transaction. You must designate an initial Transfer Date in the future and specify either the number of transfers to be made or that transfers are to be made indefinitely. If you have selected a Transfer Date that is not a business day, we will process your Transfer instruction on the next business day. Any recurring date that falls on a non-business day will be processed on the next business day. If you do not have sufficient available funds when we attempt to process your transaction on the scheduled day, we will attempt to transfer the funds the next two business days. After our third attempt, if you do not have sufficient available funds, all future recurring transfers in the same series will be cancelled, and you will need to create a new recurring transfer schedule to replace the series that was cancelled. Any other series of recurring transfers will not be affected (provided you have sufficient available funds when those transfers are attempted). We also may assess a NSF fee whether the transfer is rejected or completed. See section 9 below for more information regarding available funds.

9. Scheduling Online Banking Transfers; Available Funds

- If we receive your request to make a Transfer through the Online Banking Service on a Business Day by 6:30 p.m. Hawaii Standard Time, your transaction will be processed that Business Day. If we receive your request after 6:30 p.m., your transaction may not be processed until our next Business Day. Although Online Services generally are available 24 hours a day, 7 days a week, at certain times such as during maintenance periods, some or all of the Online Services may not be available.
- You must have sufficient available funds in your Payment Account at 6:30 p.m. or such later time that we process your instruction (the "cut-off time"). Amounts subject to hold pursuant to our hold policy, amounts pledged as collateral, and other funds subject to restrictions on withdrawal, are excluded from the amount of available funds in an account. If you do not have sufficient available funds in the Payment Account when we process your request, our general practice is to reject transfers and payments that will result in a negative balance. If, however, we complete the transfer that results in a negative balance, you agree to pay the amount of the shortage immediately upon notice from Territorial Savings Bank. We may assess a NSF fee whether the transfer is rejected or completed. See the current Territorial Savings Bank Schedule of Fees.
- Funds transferred into your account via the Online Banking Service may not be immediately available for use through your ATM or Debit Card.
- You agree to regularly review your Account transaction history and all Online Banking transactions to confirm whether or not transactions have been processed properly, and to contact us immediately in the event of any discrepancy. Contact us at the telephone number or address listed in section 12 below, or come to any branch.

10. Restricted Payments

You agree not to use our Online Services to make payments to persons outside of the United States; to make tax payments or other payments to government entities; to make any alimony, child support or other court-ordered payments; to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list; to pay any securities broker; or to make any unlawful payments ("Restricted Payments"). Attempting to process any Restricted Payment through Online

Services is done entirely at your own risk and may be rejected by us. You agree to indemnify and hold us and our service providers harmless from any liability, claims or damages resulting from your scheduling of any Restricted Payment through Online Services, and any payments that are rejected or processed in whole or in part by Online Services. We have no obligation to research or resolve any claim in connection with any Restricted Payment. All research and resolution for any misapplied, misposted, misdirected, partial or rejected Restricted Payment will be the sole responsibility of you and not of us or our service providers. Contact the Electronic Banking Services Department if you have a question about a particular payee. Additional restrictions may be set forth in the Terms and Conditions for a particular Online Service.

11. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your User ID or Password has been lost, stolen, or compromised, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft protection line of credit, if you have one), and your credit limit in any loan account. If you tell us within 2 business days after you learn of the loss, theft or compromise of your User ID or Password you can lose no more than \$50 if someone used your User ID or Password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss, theft or compromise of your User ID or Password, and we prove we could have stopped someone from using your User ID or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

12. Contact in Event of Unauthorized Transfer

If you believe your User ID and Password has been LOST, STOLEN, or COMPROMISED or that someone has transferred money from your account without your permission, tell us AT ONCE.

1. Telephone us at:

(808) 946-1400 on Oahu or toll-free at 1 (800) 951-8418
From 8:00 a.m. to 4:00 p.m. Hawaii Standard Time
Electronic Banking Services Dept.

2. Or write us at:

Territorial Savings Bank
Attention: Electronic Banking Services Dept.
Post Office Box 1481
Honolulu, Hawaii 96806

13. Fees

Our Online Banking Service is free. We may assess a fee for other Online Services, as set forth in the Terms and Conditions for those Online Services. Also see our Schedule of Fees for other fees that may apply to your account.

14. Disclosure of Account Information to Third Parties

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

- where necessary for completing transfers and transactions or resolving errors;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with a court order or what we believe to be a proper request by a government agency or in connection with an examination or inquiry by our regulators;
- when you or we report a possible crime involving your account;
- if you give us your written permission to do so;
- to a "check guarantee service" when your account is closed for cause or when an inquiry is made regarding the availability of funds to pay a check you have written;
- to any person who is named with you as an owner or their representative;

- to any of our agents or persons we do business with who perform data processing, audit, legal, marketing, insurance or other services for Territorial Savings Bank and who need the information to perform their functions;
- to answer inquiries about EFT error information from other institutions with which you have an agreement; or as permitted under our privacy policy.

15. How to Cancel an Online Banking Transfer Instruction that Has Not Been Processed

- You have a right to cancel a preauthorized online banking transfer. Here is how: You may cancel a single transfer and future recurring transfers prior to our processing your transfer instruction by accessing the Online Banking Service and following the instructions for cancellation. If you cancel an instruction for future recurring transfers through the Online Service, the cancellation will be effective for all future transfers in the series with respect to that instruction.
- You also may cancel a single transfer and future recurring transfers prior to our processing your transfer instruction by calling or writing us at the telephone number or address listed in section 12 above in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you cancel a transfer instruction for a future recurring payment, your request must specify whether the cancellation applies to only one particular transfer, or to all future transfers in the series with respect to that instruction.

Our Liability for Failure to Cancel Transfers. If you order us to cancel a Transfer three (3) business days or more before the scheduled Transfer Date, and we do not do so, we may be liable for your losses or damages. See section 12 above.

16. Our Liability for Failure to Make Transfers

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

- through no fault of ours, you do not have enough available funds in your account to make the transfer;
- the transfer would go over the credit limit on your line of credit, if you have one;
- the terminal was not working properly and you knew about the breakdown when you started the transfer;
- circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent the transfer, despite reasonable precautions that we have taken;
- the funds in your account are frozen because of some legal process or other legal matter;
- the funds in your account are pledged as collateral or are otherwise restricted because of a delinquent loan or other reason;
- you are in default on an account to which you are attempting a payment;
- information provided to us by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- you did not properly follow software or instructions or you did not give us complete, correct and current instructions or information to process your transaction request;
- you did not authorize a payment soon enough for the payment to be made, transmitted, received, and credited by the payee;
- delivery or processing by a third party took longer than we anticipated or is not completed;
- we made a timely payment but the payee did not promptly credit your payment after receipt;
- your personal computer or software malfunctioned for any reason;
- the payment could not be completed due to system unavailability, a telecommunication or internet service provider service failure, or an error by a participating network;
- the payment processing center or system was not working properly;
- the authority for the transfer is revoked by law or court order (in case of death or incompetence, for example); or
- we blocked the payment to protect the integrity or security of the system.

There may be other exceptions stated in our agreements with you or by applicable law.

17. In Case of Errors or Questions about your Electronic Transfers

In case of errors or questions about your electronic transfer, or if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, direct inquiries to the branch where you have your account, visit any branch, or contact us at the phone numbers or address listed in Section 12 above ("Contact in Event of Unauthorized Transfer") as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

If we decide that there was no error, we will send you a written explanation. We will tell you the results within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. The credited amount will be debited from your account. You will receive written notice of the date and amount of this transaction.

If your question is a routine inquiry about the balance in your account, or a request for duplicate statements or other information for tax or other record-keeping purposes, it is not considered to be an inquiry about an error. Our responses may take longer than the time periods for error resolution.

18. Software Requirements

You are responsible for obtaining and maintaining Internet service and properly loading the associated software, including but not limited to a web browser program that supports 128-bit encryption, such as Internet Explorer, Firefox, Safari, or any other program which supports Secure Sockets Layer technology, and any future upgrades to the associated software (collectively, the "Software") onto your PC to ensure proper access to the Online Service.

19. Account Ownership and Action of Others

Anyone enrolling warrants and represents that he or she is an accountholder and is authorized to enroll. Anyone using the Online Service warrants and represents that he or she has full authority to use the Online Service and to engage in any action taken by him or her. If your account is a joint account, then each of you will be bound by this Agreement and each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. Any one of you can effect a transaction through the Online Service even if your account agreement otherwise requires joint action by two or more persons. See section 4 above.

20. Authorization

You authorize us to debit your account for any transactions processed through the Online Service and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at Territorial Savings Bank or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. If an instruction describes the beneficiary inconsistently by name and account number, execution of the instruction may occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

21. Logging On and Logging Off of the Online Service

It is important that you close all other windows before accessing the Online Service, and that you not open other windows while you are logged on to the Online Service. It also is important that you end each session by properly logging off of the Online Service and closing the window for the Online Service. Having other windows open while you are logged on to the Online

Service, or failing to log off of the Online Service and closing the window properly, may increase the risk of unauthorized access to your Account.

22. Contact Information

You can contact the Electronic Banking Services Department via e-mail using the secure e-mail on our website after clicking on the Contact Us button.

You can also write to us at Electronic Banking Services Department, Territorial Savings Bank, P.O. Box 1481, Honolulu, HI 96806 or call us at (808) 946-1400 during regular business hours.

23. email

If you have questions about using the Online Service, you may send your questions to us and receive answers from us through your Internet service's email system; however the email system is not secure. Do not include any personal or confidential information in any email that you send to us, whether through the Online Service or through a different email provider.

We may not immediately review email communications that you send. We will not take action based on email requests until our employee reads the email and has a reasonable opportunity to act. If you need to contact us immediately, you may contact us at the telephone numbers in section 12 above.

We will never contact you by email, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

24. Termination

You may terminate your use of the Online Service by providing us with ten (10) Business Days prior written notice at the address listed in section 12 above. We may suspend or terminate your use of the Online Service, in whole or in part for any reason, at any time without prior notice. Your access to the Online Service may, for example, be terminated if your Accounts are closed for any reason, there are insufficient available funds in your Accounts or if access to your Accounts is restricted for any reason. Termination will not affect your liability or obligations under this Agreement for payments or transfers we process on your behalf.

Any termination of the Online Service, whether by you or by us, will automatically cancel future payment and transfer instructions made through the Bill Payment Service.

We may convert your account to inactive status if you do not sign on to the Online Service or have any transaction scheduled through the Online Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Online Service activated before you will be able to schedule any transaction through the Online Service.

Contact us immediately at the telephone number or address listed in section 12 above if there is any discrepancy, to instruct us to cancel a future payment or transfer, or to confirm whether or not a payment or transfer instruction has been cancelled.

25. EXCLUSIONS OF WARRANTIES

YOU AGREE THAT WE ARE PROVIDING THE ONLINE SERVICE ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

26. Security; Limitation of Our Liability

You understand and agree that we do not guaranty the security of the Internet and shall not be responsible for any unauthorized third party interception or use of any information sent or received electronically. You agree that we have no liability to you for any loss, claim or damages arising out of or in any way related to our response(s) to any email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity of or to verify any email or other electronic communication. Further, we may respond to any email at the address provided in the communication, or any email address provided in our account records. We have the right to require authentication of emails or electronic communications, but are under no obligation to do so.

Except as otherwise expressly provided for in this Agreement or by applicable law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary economic or otherwise, caused by the use of the Online Service or arising any way out of the installation, use or maintenance of any software, or otherwise caused by us or any of our service providers. We also are not responsible for any damage to your PC (or substitute devices), software, modem, telephone or other property resulting from your installation, use or maintenance of the Software, or from a virus,

worms, Trojan horses, or other harmful components that may enter your PC (or substitute devices). You agree that we will not pay for any damages for a lost business or personal opportunity.

27. Organizational and Business Accounts

EXCEPTIONS REGARDING ORGANIZATIONAL AND BUSINESS

ACCOUNTS. This section applies to Accounts used for business, commercial, organizational, or non-profit purposes and all other Accounts that are not subject to the Electronic Funds Transfer Act (collectively referred to in this Agreement as "Business Accounts"). NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, PROTECTIONS AFFORDED PURSUANT TO LAWS APPLICABLE TO CONSUMER ACCOUNTS DO NOT APPLY TO BUSINESS ACCOUNTS. For example, the limitations of your liability set forth in sections 11 and 16 above, and any obligation for us to respond or recredit your Account set forth in section 17 above, do not apply to Business Accounts except as otherwise required by law. For Business Accounts, you agree to hold us harmless and to indemnify us for any loss, costs or expenses incurred as a result of your use of the Service. For the purpose of this Agreement, a Business Account is any account that is not established and used primarily for personal, family or household purposes. For example, Business Accounts include 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.

28. Account Agreements

Your use of the Online Service is subject to this Agreement, your account agreements, the Application, and all other agreements between you and Territorial Savings Bank.

Certain Online Services may have separate terms and conditions which govern use of that specific Online Service. To the extent of any inconsistency,

the terms and conditions of the specific Online Service control over any provision in this Agreement.

Similarly, Territorial's written agreements control over any inconsistent statement by a Territorial employee or agent, or over any inconsistent representation or statement relating to or set forth in software.

In addition, this Agreement may amend certain terms and conditions of the account agreements. These amendments to the account agreements will automatically terminate if this Agreement and your use of the Online Service terminates and the account agreements will remain in effect without the amendments made in this Agreement.

29. Amendments

We may change or add to the terms of this Agreement at any time by notifying you of the change by sending a notice to your email address, or by posting the changed terms on the Online Service, or any other means permitted by applicable law. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Online Service. By using the Online Service after the effective date of any change or amendment, you agree to that change or amendment, except as otherwise provided by law.

30. Severability

If any provision of this Agreement is determined to be void or invalid, such provision shall be deemed revised and enforced to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

31. Headings

The section headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

32. Governing Law, Jurisdiction, Venue

You acknowledge and agree that this Agreement was created in the State of Hawaii, and shall be governed by and construed in accordance with the laws of the State of Hawaii (without regarding to conflict of law provisions). Any action with respect to this Agreement or any Online Banking or Bill Payment Service or transaction may be brought or transferred to federal or state courts located in Honolulu, Hawaii, except as expressly provided otherwise in the Terms and Conditions of the Bill Payment Service or the Terms of Use for

Zelle® Personal Payments Service.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT.
June 2020