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Terms and Conditions of FHB Online Services

1. Introduction

This FHB Online Terms and Conditions including all amendments hereto ("Agreement") set forth your rights and responsibilities with respect to FHB Online or FHB Business Online, as applicable. FHB Online and FHB Business Online are collectively referred to in this Agreement as "FHB Online." By enrolling in and/or using FHB Online, or authorizing another to use the service, you agree to the terms and conditions of this Agreement, including online instructions we provide. Please review this Agreement carefully.

This Agreement supplements, but does not replace, the Deposit Account Rules and Regulations and other information applicable to your FHB deposit accounts, including your signature card, all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Deposit Agreements"), the terms and conditions of any credit agreements applicable to your FHB loan accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Credit Agreements"), the terms and conditions of any investment agreements applicable to your FHB investment accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Investment Agreements"), the terms and conditions of any trust agreements applicable to your FHB trust accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Trust Agreements"), and the terms and conditions of your insurance policies purchased through FHB (collectively, the "Insurance Policies").

2. Definitions

In addition to those definitions contained within other sections of this Agreement, these terms have the meanings set forth below. The amendments to this Agreement may have additional definitions.

- A. "Account" or "Accounts" mean, respectively, each and every type of deposit account that you maintain with us, including checking, savings, money market savings, Money Market Checking, Christmas Club, certificate of deposit, and individual retirement accounts (collectively, the "Deposit Accounts"), each and every type of loan account that you maintain with us, including personal loan, credit card, mortgage, line of credit and overdraft line of credit accounts (collectively, the "Loan Accounts"), each and every type of investment account that you maintain with us (collectively, the "Investment Accounts"), each and every type of trust account that you maintain with us (collectively, the "Trust Accounts"), and each and every type of insurance policy that you purchase through us (collectively, the "Insurance Policies").
- B. "ACH" means an automated clearing house through which funds may be transferred from us to a Biller electronically, rather than through the use of Paper Checks.
- C. "Alert Notifications" is a term defined in Section 14.
- D. "Bill Payment" and "Bill Pay Service" are terms defined in Section 8 and the amendment for the Bill Pay Service.
- E. "Biller" means the retailer, public utility, financial institution, medical service provider, or other person, company, or other organization to which you have directed an Online Payment.

- F. "Business Customer" means an FHB Online user who is a corporation, partnership, limited liability company, or other business organization or entity, or a natural person if the account from which the transfers or payments will be made is maintained primarily for other than personal, family, or household purposes.
- G. "Business Days" mean every Monday through Friday, excluding Federal Reserve holidays. Any holiday falling on a Saturday will usually be observed on the immediately preceding Friday and any holiday falling on a Sunday will usually be observed on the immediately following Monday.
- H. "Checking Account" means your FHB checking account that you maintain with us at an FHB branch and select as the Account for FHB Online fees to be charged (does not include Money Market CheckingSM accounts).
- I. "Computer Equipment" is a term defined in Section 4.
- J. "Cutoff time" is a term defined in Section 15.D.
- K. "Eligible Account" is a term defined in Section 5.
- L. "FHB Online" includes FHB Online, FHB Mobile Banking, and for a Business Customer also includes FHB Business Online, and means the computerized access service through which the Online Banking, Bill Payment, and other services described more fully in this Agreement can be used. Certain features of FHB Online will require use of additional equipment and services, and all elements of FHB Online will not necessarily be available through FHB Mobile Banking or to all customers.
- M. "FHB Mobile Banking" encompasses FHB Mobile Web, FHB Mobile Application, and FHB Text Banking, all as defined in Section 3.
- N. "FHB Mobile Banking Center" means the mobile banking section of our website that is available through FHB Online, through our www.fhb.com website, through FHB Mobile Web, or through your FHB Mobile Application.
- O. "Mobile Device" means a mobile computing device, including a mobile phone, smartphone (*e.g.* iPhone and Android-powered phones), iPod Touch, and tablet computer (*e.g.* iPad).
- P. "Online Banking" is a term defined in Section 7.
- Q. "Paper Check" means a check that you issue without using the FHB Online system. Our handling of your Paper Checks will not be affected by this Agreement.
- R. "Recurring Transfer" is a term defined in Section 7.I.
- S. "Service Provider" means any independent third party with whom we have now or hereafter contracted to provide you with FHB Online services.
- T. "Single Transfer" is a term defined in Section 7.I.
- U. "Transfer" is a term defined in Section 12.
- V. "We," "our," "us," "Bank," "FHB," or "First Hawaiian" mean First Hawaiian Bank.

- W. "You" or "your" means each person who has enrolled in our FHB Online service with respect to Accounts standing in the enrollee's name.

3. What You Can Do with FHB Online

You can access many features of FHB Online directly through our website at www.fhb.com, or you can use Quicken or QuickBooks to access certain features of FHB Online. The method of access you use will create some differences in how FHB Online functions and the fees you will be charged. These differences are noted below where applicable.

FHB Online allows you to use the following services:

- A. "Online Banking," described more fully in Section 7 below, allows you to view balance, transaction, and other information about, and to transfer funds between, your Accounts.
- B. "Bill Payment," described more fully in Section 8 below, allows you to make payments via the FHB Bill Payment Service.
- C. "Messages," described more fully in Section 14 below, allows you to send and receive messages to and from us. These messages are different from and in addition to text commands sent through FHB Text Banking (referenced below).
- D. "Export," allows you to export information from your Accounts to certain personal money management software and other programs. To access FHB Online through personal money management software, you must use software that we approve for use with FHB Online.
- E. "CheckImage Service," described more fully in Section 10.B below, allows you to view and print online images of certain cleared checks.
- F. "FHB Mobile Web," described more fully in Section 7.K below, allows you to perform your banking using a website that is optimized for viewing on Mobile Devices and that is accessed through your Mobile Device's web browser.
- G. "FHB Mobile Application," described more fully in Section 7.L below, allows you to perform your banking using a software application designed specifically for your Mobile Device.

"FHB Text Banking," described more fully in Section 7.M below, allows you to get account information by sending text commands via your mobile phone.

- H. "Wealth Management Portal", described more fully in Section 7.N below, allows you to obtain detailed information about certain of your Investment Accounts and Trust Accounts.

You understand that FHB Online is linked to and maintained by certain Service Providers. You authorize the Bank to transmit to the Service Providers all financial data and information in the Bank's possession about you in order to provide the FHB Online services you use. Please refer to Section 17 of this Agreement for additional details on when we disclose information to third parties.

4. Equipment Requirements

Many features of FHB Online require the use of a computer, a communications link (usually through a traditional or mobile telephone service provider, or a cable connection and a modem or other device for connecting your computer to the internet), certain software as described in this Section 4, and possibly a printer. All of this equipment and software, your communications link, and your Mobile Device, except where otherwise indicated, are collectively referred to as your "Computer Equipment." You are solely responsible for selecting, obtaining, installing, maintaining, and operating your Computer Equipment in accordance with the requirements provided by the respective manufacturers and service providers.

In addition, to access certain features of FHB Online, you will need an internet service provider and a browser that supports 128-bit encryption security. Certain additional services provided may require additional equipment and services, such as email access, a mobile phone and mobile services, and/or text messaging services (including carrier support of text messaging short codes), all of which you agree to obtain at your own expense if you wish to use the additional services. All such additional equipment and services are included in the references to "Computer Equipment" in this Agreement unless the context indicates otherwise.

You agree that we are not liable for viruses, worms, Trojan horses, or other similar harmful components that may affect or cause damage to your Computer Equipment that may result, directly or indirectly, from your use of FHB Online, including but not limited to downloading information, software, or the materials from our website or website(s) linked to our site. We will not be responsible or liable for any indirect, incidental, or consequential damages that may result from such harmful consequences.

5. Enrolling in FHB Online

To enroll in FHB Online, you must have at least one "Eligible Account" with the Bank. Eligible Accounts include checking, savings, money market savings, Money Market Checking, Christmas Club, certificate of deposit, credit card, mortgage, personal loan, line of credit, individual retirement account, overdraft line of credit, certain Investment Accounts, certain Trust Accounts, and certain Insurance Policies (not all of these accounts are available to Business Customers). An account that requires two or more signatures to make withdrawals or advances will not be considered an Eligible Account, but this provision does not alter any limitation of liability related to the number or authenticity of any signatures on any transaction associated with an Account, all of which shall be governed by the applicable Account agreement, industry standards, and applicable law. Certain online services are available only with certain types of Accounts.

- A. **Online Enrollment.** Depending on what types of Eligible Accounts you have, you might be able to enroll online for FHB Online. Please see our website for information about which Eligible Accounts allow you to enroll online and what information you need to provide as part of the online enrollment process.
- B. **Enrollment Using Paper Application.** If you are unable to enroll online, you will need to complete the enrollment application found on our website, print it, and mail or deliver it to us. If you enroll by mail or in person, FHB Online will be available for your use when you first log on to the service after we have had an opportunity to act upon your enrollment application.
- C. **FHB Mobile Banking.** FHB Mobile Banking is only available to customers who are currently enrolled in the FHB Online service. If you wish to use FHB Mobile Banking and you are not currently enrolled in FHB Online, visit www.fhb.com using a conventional computer (i.e. not using a Mobile Device) and click on the "Enroll" button under "Online Banking" on the screen. For each element of FHB Mobile Banking, you hereby agree to these Terms and Conditions of FHB

Online Services and, to the extent applicable to the specific online service, the Service Provider's end user agreement and software license as provided on the FHB Mobile Banking Center, each of which are incorporated herein by this reference. If you are already enrolled in FHB Online, follow the instructions below for the Mobile Device that you are using.

(1) Smartphones and Mobile Phones. Sign onto FHB Online, click on the "Mobile Banking" link under "Home," and follow the sign up process provided. You will need to provide your ten-digit mobile telephone number and your wireless carrier. You will also need to select the type of FHB Mobile Banking that you will be using (FHB Mobile Web, FHB Mobile Application, and/or FHB Text Banking). For FHB Mobile Web or FHB Mobile Application, you will need to log on to FHB Mobile Banking via the mobile web URL or software application and you will be asked to enter your ten-digit mobile telephone number to activate your Mobile Device and complete the enrollment. For FHB Text Banking, you will be shown an activation code on the FHB Mobile Banking Center and will receive a text message on your phone to which you must reply with the activation code shown on the site in order to activate your phone for FHB Text Banking. You must use the FHB Mobile Banking Center to opt-in for FHB Text Banking. You will also be asked to click where indicated on the FHB Mobile Banking Center confirming your agreement to the terms of the Service Provider's end user agreement and software license.

(2) iPod Touch. Sign onto FHB Online, click on the "Mobile Banking" link under "Home", and follow the sign up process provided. You will need to provide your ten-digit home telephone number. You will also need to select the type of FHB Mobile Banking that you will be using (FHB Mobile Web and/or FHB Mobile Application). For FHB Mobile Web or FHB Mobile Application, you will need to log on to FHB Mobile Banking via the mobile web URL or software application and you will be asked to enter your ten-digit home telephone number to activate your Mobile Device and complete the enrollment. You will also be asked to click where indicated on the FHB Mobile Banking Center confirming your agreement to the terms of the Service Provider's end user agreement and software license.

(3) Tablets. Download and install the FHB Mobile Application. Launch the software application and follow the prompts.

6. Security Procedures

If you enroll online, you will select your personal User Name and Password through the enrollment process. If you enroll offline, your User Name and Password will be mailed to you. In either case, you will need your User Name and Password to gain access to FHB Online. If you forget your User Name or Password, you will need to call us at the number listed in Section 11 for assistance.

In addition to your User Name and Password, FHB Online has an additional layer of security called "SiteSecure." You will register for SiteSecure either during the enrollment process or as prompted by on-screen instructions. SiteSecure will require you to provide answers to three identifying questions. You will need to correctly answer one of the three identifying questions before you will be allowed to access your Accounts through FHB Mobile Banking. If you are accessing your Accounts through FHB Online other than through FHB Mobile Banking, you will be required to correctly answer one of the three identifying questions when you are attempting to access your Accounts from a computer that you do not ordinarily use.

You agree to memorize and keep your User Name and Password secret. This is critically important to prevent unauthorized access to your Accounts. Remember, anyone with your User Name and Password may make transfers between your Accounts and may direct payments from your Accounts. While under certain circumstances you may avoid some or all responsibility or

liability for such transactions, such unauthorized use will, at the least, cause you inconvenience and could cost you money, as described in Section 11.

To help safeguard your Accounts, you should change your Password frequently, in accordance with the instructions provided online, and you should never write your Password anywhere. You can also change your SiteSecure information by following the on-screen instructions, and you should do so on a frequent but intermittent basis.

You are responsible for all FHB Online transfers and payments initiated by anyone you authorize to use FHB Online on your behalf by furnishing your User Name and Password or other identifying information, whether such use is pursuant to or beyond your instructions to the person given authorization to use FHB Online on your behalf. A transaction initiated by anyone so authorized will not be considered unauthorized for purposes of the rules described in Section 11 unless you have changed your Password without telling the other person the new Password and the transaction occurs after your Password has been changed.

You will need your FHB Online User Name, Password, and SiteSecure information (collectively referred to as your FHB Online "credentials") to use FHB Mobile Banking. If you use FHB Text Banking, please note that each time any of these credentials change, you will need to log on to the Mobile Banking Center to update your profile and ensure access to your service continues uninterrupted.

Use of FHB Mobile Banking requires additional security precautions. If your Mobile Device is lost or stolen, you should immediately log on to the FHB Mobile Banking Center from a conventional computer (i.e. not a Mobile Device) in order to preclude access to your accounts via FHB Mobile Banking. You can also contact us and we can block the lost or stolen Mobile Device from accessing your Accounts via FHB Mobile Banking. For Mobile Devices using a phone, text, or data plan, you should also contact your mobile service provider immediately to stop all wireless services for the lost or stolen Mobile Device.

You agree that all security procedures set forth in this Agreement for FHB Online and as modified from time to time are commercially reasonable.

7. Online Banking

Certain features of FHB Online allow you to obtain balance and transaction information for most of your Accounts and to transfer money between certain Accounts. Except for the features of FHB Online described in Sections 7.K, 7.L, and 7.M below that are the only features of FHB Online available via FHB Mobile Banking, the following features apply to FHB Online. **Notwithstanding anything to contrary in this Section 7 or elsewhere in this Agreement, transfers and payments cannot be made to or from your Investment Accounts, Trust Accounts, or Insurance Policies.**

- A. You may use FHB Online to review transaction information for most Accounts. Account balances shown will be provisional and subject to reversal if recent deposits have not been finally collected from the institution upon which the deposited item is drawn. Account balances shown for Investment and Trust Accounts may not reflect transactions pending settlement. As a result, the actual balances of your Investment and Trust Accounts might differ from the balances shown through FHB Online at any particular time.
- B. The maximum amount of any one transfer is the lesser of the current available deposit or credit balance in the source Account (plus any available credit in an associated Yes-CheckSM line of credit that may be linked to your

checking account) or \$99,999.99. If there is a minimum transfer amount provision applicable to your line of credit or credit card account, it will be stated in the applicable Credit Agreement. We reserve the right to complete or reject any attempted transfer that exceeds or is lower than the applicable limit, at our complete discretion, and, regardless of our decision in that regard, you understand that such attempted or completed transfers may subject your Account to an overdraft or overlimit fee, as stated in the pertinent Deposit Agreement or Credit Agreement.

- C. Your ability to transfer funds between certain types of deposit accounts is limited by federal law and is described in your Deposit Agreements. Preauthorized or automatic transfers or telephonic transfers (including data transmission), other transfers, order, or instructions (including online transfers) or transfers by check, draft, or similar order from your MaxiMizerSM, Money Market Checking, or Regular Savings Account to another Account or third party are limited to six per calendar month or four-week statement cycle. There is no limit on the number of transfers from your other FHB checking Accounts. In addition, we reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts for security reasons.
- D. We do not permit transfers into or out of certain Accounts. For example, you cannot transfer funds from a mortgage or personal loan, or from or into a certificate of deposit, Individual Retirement Account or Christmas Club Account, nor can you transfer funds directly from a Yes-Check Account, although you may access your Yes-Check Account through overdrafts on your linked checking Account. Funds transfers into loan accounts are credited as payments. (Important note for consumer customers - for prompt crediting of payment to your FHB credit card account, your payment must be mailed to BankCard Center, P.O. Box 29450, Honolulu, Hawaii, 96820-1850.)
- E. Each transfer made from a credit card or line of credit Account is treated as an advance from that Account and is subject to the terms of the applicable Credit Agreement. By requesting such a funds transfer, you are authorizing and directing us to take any action necessary to complete your request for an advance under your Credit Agreement, to charge the Account from which the advance is being made without your signature, and to deposit the advance into the Account you designate when you make the transfer. Advances from a credit card Account are treated as cash advances.
- F. Transfers between Accounts at FHB made on a Business Day will be processed the same day. However, we reserve the right to not complete a transfer if there are not sufficient funds in the originating Account to make the transfer, or to make the transfer but impose a special handling charge or overlimit fee. These charges have been disclosed to you in the applicable Deposit Agreements and/or Credit Agreements
- G. Transfers between Accounts at FHB made other than on a Business Day will be processed on the next Business Day.
- H. If for any reason a transfer cannot be completed, we will reverse the transfer by recrediting the amount of the transfer to the originating Account unless we notify you otherwise.
- I. A transfer between Accounts may be scheduled at a time up to 365 days in advance of the date the transfer is to be made (called a "Single Transfer"), or may be set up as an automatic recurring transfer to be made at substantially regular intervals (i.e. monthly, quarterly, etc.) in the same amount between the same two Accounts (called a "Recurring Transfer"). Recurring Transfers can only be set up by customers accessing FHB Online through our Internet website; customers using personal money management software are not able to schedule Recurring Transfers. You can cancel Single Transfers or Recurring Transfers by using online instructions provided on FHB Online. For Recurring Transfers, you can skip the next scheduled transfer, or cancel all Recurring Transfers using FHB Online. You must

transmit your request to skip or cancel transfers before 5 p.m. on the day before the Single Transfer or Recurring Transfer is scheduled to be processed. If you do not meet that deadline, FHB Online will not process your cancellation instruction and will process the transfer as originally scheduled.

- J. On the date your transfer is scheduled to be made, we will check the source Account to determine if there are sufficient funds available (or available credit, if the source Account is a credit Account from which transfers can be made) to cover the transfer. If there are, at our discretion we will process the transfer. If there are not sufficient funds (or available credit) on that date, we will either make the transfer, thereby creating an overdraft if the source Account is a checking account (or causing your Account to go over the credit limit if the source Account is a credit Account), or we may refuse to make the transfer. If we refuse to make the transfer, we may repeat the same process on the next two Business Days. If there are still not sufficient funds (or available credit) to cover the transfer after our attempts, our decision to make or to refuse to make the transfer will end our processing of the transfer. The number of attempts to process a payment may be different for Bill Pay Services. In either event, you are responsible (i) for any special handling charges or overlimit fees we may impose, and (ii) to repay any overdraft or amounts over your credit limit, as stated in the applicable Deposit Agreement or Credit Agreement.
- K. Subject to any limits that otherwise apply under this Agreement or applicable law, FHB Mobile Web allows you to view Account balances, view recent Account activity and perform searches, initiate single transfers to and from your eligible Accounts from a minimum of \$1 up to a maximum amount of \$10,000 per transaction, schedule single or recurring payments of a minimum of \$1 to payees you have already established for the Bill Pay Services within FHB Online, view/cancel upcoming and recent bill payments, and locate FHB branches and ATMs.
- L. Subject to any limits that otherwise apply under this Agreement or applicable law, FHB Mobile Application allows you to view account balances, view recent account activity and perform searches, initiate single transfers to and from your eligible Accounts from a minimum of \$1 up to a maximum of \$10,000 per transaction, schedule single or recurring payments up to a maximum of \$99,999.99 to payees you have already established for the Bill Pay Services within FHB Online, view/cancel upcoming and recent bill payments within the Bill Pay Service, and locate ATMs and FHB branches (including where applicable pinpointing the location of nearby FHB branches and ATMs using GPS capability of your Mobile Device). The exact functionality available through FHB Mobile Application varies between different types of Accounts. FHB Mobile Application is not available for all Mobile Devices. Please see fhb.com/mobile for a list of Mobile Devices that can use FHB Mobile Application.
- M. Subject to any limits that otherwise apply under this Agreement or applicable law, FHB Text Banking allows you to view account balances and recent account activity. The exact functionality available through FHB Text Banking varies between different types of Accounts.
- N. Subject to any limits that otherwise apply under this Agreement or applicable law, the Wealth Management Portal allows you to obtain detailed information about certain of your individual Investment and Trust Accounts, which may include custody statements and performance reports. The documents that are available through the Wealth Management Portal may also be provided to you in paper form. If the paper form of the documents is provided to you, the paper form will be the official version of the documents for all purposes and the documents are being made available through the Wealth Management Portal for your convenience only. We will not notify you when documents are available through the Wealth Management Portal. All of the terms and conditions in the Investment Agreements

and the Trust Agreements regarding documents available through the Wealth Management Portal will continue to apply to those documents when you access them through the Wealth Management Portal.

8. Bill Payment Service

Certain features of Bill Payment Service allow you to make payments from any FHB Checking Account (called the "Payment Account") on the terms set forth in the amendment entitled Terms and Conditions of the Bill Payment Service, all of which are incorporated herein by this reference. Please refer to the amendment for the terms and conditions applicable to the Bill Payment Service.

9. Stopping Online Payments

The rules and procedures applicable to stop payment orders relating to payments and transfers made through FHB Online are somewhat different than the rules applicable to Paper Checks you issue against your Account, and they depend upon the type of payment or transfer to be stopped. However, as with the stop payment orders you direct with regard to the Paper Checks you write against your Account, we will charge the Payment Account for the then current stop payment fee for each stop payment order you request with respect to a transfer or a Bill Payment. The fee is shown in the Deposit Agreements or Credit Agreements. Notwithstanding anything in this Agreement to the contrary, you cannot use FHB Mobile Banking to stop Bill Payments and you must access FHB Online via a conventional computer (i.e. not a Mobile Device) as provided below if you wish to cancel or stop a Bill Payment, or contact us in person, by phone, or in writing (all as outlined below and in the Deposit Account Rules and Regulations). See the amendment entitled Terms and Conditions of Bill Payment Service for more details as to stopping Bill Payments.

As an alternative to cancelling payment on a Bill Payment through FHB Online, you can stop such payments by calling 643-4343 (or 1-888-643-4343 from the continental U.S., Guam, or CNMI) or writing to us at First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, Hawaii 96805-1959. We must receive your request at least three Business Days before the Bill Payment is scheduled to be made. If you call, we may also require you to put your request in writing within fourteen days after you call.

If (1) you are not a Business Customer, (2) your order to us to stop a payment or transfer reaches us within a reasonable time to permit us to take steps to stop the payment or transfer, and (3) we do not do so, we will be liable for your losses or damages as provided in this Agreement and applicable law.

10. Periodic Statements/CheckImage Service

- A. Transaction and balance information provided online will not replace the statements that you receive from us. You will continue to receive the same regular Account statements for your Accounts on a periodic basis. These statements will, as applicable, reflect FHB Online transactions and state the amount of each transaction, the type of transfer, the Account charged or credited, and the name of the payee if a payment is involved. Regardless of whether an Account statement is provided electronically or on paper, the information on the statement will be controlling in all disputes concerning the activity on the Account. Electronic billing statements from third parties may be available through the Bill Payment Service as discussed in the entitled Terms and Conditions for Bill Payment Service.

- B. You may use the CheckImage Service to view and print online images of certain cleared transactions. Please see Online FAQs - CheckImage for more detailed instructions and limitations on the availability of checks for viewing and printing through the CheckImage Service.

11. Reporting Unauthorized Transactions---Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe that your User Name, Password, or personal identifying information has been lost, stolen, compromised, or may have been discovered by a third party, or someone has transferred or may transfer money from your Account without your permission, or any of your Accounts have been improperly accessed. Telephoning us immediately, at 643-4343 (or 1-888-643-4343 from the continental U.S., Guam or CNMI), is the best way to keep your possible losses down. Or, you may write to us at First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, Hawaii 96805-1959.

You could lose all the money in your Accounts (plus the credit available under your Yes-Check line of credit). If you tell us within two Business Days after you learn of the loss, theft, compromise, or discovery by a third party of your User Name or Password, or the discovery of unauthorized use, you can lose no more than \$50 if someone used your User Name and Password without your permission.

If you do NOT tell us within two Business Days after you learn of the loss, theft, compromise or discovery of your User Name or Password by a third party and we can prove we could have stopped someone from using your User Name and 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 60 days after the statement on which the problem or error appeared 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 hospital stay) kept you from telling us, we will extend the time periods.

The rights under this Section 11 and Section 13 apply to consumers making electronic funds transfers, and do not apply to Investment Accounts, Trust Accounts, Insurance Policies, or Business Customers. Subject to applicable law, if you are a Business Customer or if an Investment Account, Trust Account, or Insurance Policy is involved, you assume the entire risk for fraudulent, unauthorized, or otherwise improper use of FHB Online, User Names, or Passwords.

12. Our Liability If We Fail to Make a Transfer or Payment

If we do not complete an Online Transfer or a Bill Payment (collectively in this Section 12 referred to as a "Transfer") to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- A. If, through no fault of ours, you do not have enough money in your Deposit Account (and, if linked to a Yes-Check line of credit, enough available credit) to make the Transfer.
- B. If any portion of the system used to access or use FHB Online was not working properly and you knew about the breakdown when you started the Transfer.

- C. If circumstances beyond our control (such as strikes, riots, fire, flood, hurricane, power failure, equipment failure, government action, computer viruses, computer hackers, etc.) prevent the Transfer, despite reasonable precautions we have taken.
- D. If you violate any law or regulation in connection with your use of FHB Online, including without limitation the sanctions laws administered by the U.S. Office of Foreign Asset Control.
- E. If you did not properly follow the terms of this Agreement or online instructions on how to make the Transfer.
- F. If you did not give us complete, correct, and current instructions regarding the Transfer.
- G. If you did not authorize a payment soon enough for the payment to be made, transmitted, received, and credited by the payee on or before the due date.
- H. If we made a timely payment but the Biller did not promptly credit your payment after receipt.
- I. If your Computer Equipment malfunctioned for any reason.
- J. If the Transfer could not be completed because the FHB Online system was unavailable, as discussed in Sections 15.E and 15.F.
- K. If we or you terminate this Agreement before a Transfer is scheduled to occur.

There may be other exceptions stated in our Agreement with you. In any case, we will not be responsible for any errors or failures due to any malfunction of your Computer Equipment or to any unsuitability or incompatibility of your Computer Equipment that may be associated with the use of an online service, regardless of the cause of the error or failure.

13. In Case of Errors or Questions About Your Electronic Transfers

Call or write to the telephone number and address shown in Section 11 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. When reporting an error or requesting more information:

- 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 or question in writing within ten Business Days.

We will determine whether an error occurred within ten Business Days (twenty Business Days for investigations on new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for transactions on new accounts) to investigate your complaint or question. If we decide to do this, we will re-

credit your account within ten Business Days (twenty Business Days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten Business Days, we may not re-credit your account.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three Business Days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

This section entitled "In Case of Errors or Questions About Your Electronic Transfers" does not apply if you are a Business Customer. If you are a Business Customer, you acknowledge that your ability to require the Bank to correct such errors is governed by the Deposit Agreements.

14. Sending Us Messages

While you are logged on to the FHB Online system, you have the ability to send us secure "Messages." We will not monitor our Message system continuously. Consequently, your messages to us may not be read for several hours or until the following Business Day. Therefore, you should not rely on Messages if you need our immediate attention. In such cases, call us at 844-4444 (or 1-888-844-4444). For example, if you need to stop payment on a Paper Check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request. We will not take action based on your Message requests until we actually receive and read your Message and have a reasonable opportunity to act on it.

The Message system may not be used to submit transaction requests involving Investment Accounts, Trust Accounts, or Insurance Policies. Please contact our Wealth Management Group directly to submit such transaction requests.

We cannot act on email that you send us from an external email address (i.e. email outside the FHB Online system). If you would like to contact us, send us a Message through the FHB Online system while you are logged on to the service using a conventional computer (i.e. not a Mobile Device). You cannot use email or Messages to initiate transactions on your account. Please refer to Section 19.B for additional information on using Messages to contact us.

Customers who access FHB Online using a conventional computer (i.e., not using a Mobile Device) have the ability to set up "Alert Notifications," which is a convenience feature that permits you to request a notification of specific situations and not currently available through FHB Mobile Banking. For example, you can request an Alert Notification that your account balance has exceeded a certain threshold. You are responsible to input accurate information to set up the Alert Notification. Alert Notifications do not replace standard communications you receive from us concerning your Accounts. We are not responsible for any losses, damages, or expenses that may occur if an Alert Notification is not set up properly or is not processed as a result of factors beyond our reasonable control.

FHB Text Banking messages sent via FHB Mobile Banking are limited to the specific functions permitted by the features of FHB Mobile Banking. Any attempt to send us an FHB Online Message (as described in this section and in Section 3) via FHB Mobile Banking will be ineffective and will not reach us. You must send FHB Online Messages only when logged onto the FHB Online system using a conventional computer (i.e. not using a Mobile Device) as discussed and limited above or by other traditional means of contacting us, such as telephone, mail, or in person at a FHB branch.

15. Hours of Operation---Account Updates---Cutoff Times---Scheduled Maintenance and Unscheduled Unavailability

FHB Online will generally be available to you 24 hours per day, every day of the year except during periods of scheduled or unscheduled maintenance.

- A. Account information for Deposit and Loan Accounts will be updated at about 8:00 a.m. Tuesday through Friday, excluding the day following a holiday and at about 10:00 a.m. on Saturdays, although we cannot assure that this will not occasionally be later. All times of day stated in this Agreement are normally Hawaii Standard Time (HST) but the time zones applicable to the Bill Pay Service may vary.
- B. Account information for Investment and Trust Accounts whose balances are displayed in FHB Online will be updated each Business Day when the market is open to reflect information from the prior Business Day when the market was open.
- C. Valuation information is only available for certain Insurance Policies. Valuation information, if available, will be updated on a monthly basis.
- D. All Online Transfers and Bill Payments that you complete and transmit will generally be processed shortly after 5:00 p.m. ("cutoff time") on every Business Day, although we cannot assure that this will not occasionally be later. Transactions transmitted at or after the actual cutoff time or on a day other than a Business Day will be processed at the cutoff time on the following Business Day. The cutoff time for Bill Pay Services will be as shown online in the Bill Pay Service and as stated in the amendment entitled Terms and Conditions for Bill Payment Service.
- E. Generally, weekly routine FHB Online maintenance will occur between 11:00 p.m. Saturdays and 4:00 a.m. Sundays but outages may vary depending on the Service Provider. There will also be brief daily maintenance or other unscheduled maintenance during which times FHB Online may not be available. If we need to schedule maintenance or an upgrade at other times or for longer periods, we will notify you in advance of the system unavailability.
- F. FHB Online may also be unavailable as a result of unforeseeable events, such as earthquakes, fires, floods, computer failures, interruptions in power or telephone service, or strikes, or in the event that we or the Service Provider determine that use of FHB Online does not comply with the requirements of applicable service agreements. While we and our Service Provider are dedicated to provide you with reliable FHB Online service, we cannot and do not assume responsibility for losses, damages, or expenses that may occur because the FHB Online is unavailable at any given time, even if that unavailability is unscheduled, except as otherwise provided under Section 12.

16. Fees

Once you have enrolled, you will be charged a monthly fee in accordance with the table below, whether or not you use FHB Online during the month unless, before the beginning of the month, you have cancelled your enrollment. (If joint accountholders enroll separately in FHB Online, each will be considered as a separate FHB Online user and each will be assessed the applicable monthly fee.) Monthly fees, if any, will be deducted from your Checking Account at the beginning of the month. Should your Checking Account be overdrawn or have insufficient funds to cover a monthly fee, we still charge your Checking Account for the fee and a special handling charge, or we may deduct it from any other Deposit Account.

Fees

Type of Service or Feature	Non-Business	Business
Online Banking accessed through the Internet	No charge	No Charge for Priority 1, 2, or 3 \$9.99/month for all other customers
Online Payment accessed through the Internet (includes Online Banking)	No Charge for Priority 1, 2, and 3 and Secure Checking customers \$5.99/month for all other customers	No Charge for Priority 3 \$15.99/month for all other customers
Expedited Payment Fee	Same-Day (Electronic): \$9.95/Payment Overnight (Paper): \$14.95/Payment	Same-Day (Electronic): \$9.95/Payment Overnight (Paper): \$14.95/Payment
Online Banking accessed through Quicken or QuickBooks	\$9.95/month	\$19.95/month
External Transfer Fee	\$1.00/transfer	N/A
Paper + eStatement Fee	\$5.00/month	\$5.00/month

Fees for using FHB Online are in addition to the standard charges for your Accounts that apply without regard to FHB Online service. These charges have been separately disclosed to you.

Fees and finance charges that may be imposed if a payment or transfer from a Deposit Account results in an advance from your Yes-Check Account or if a transfer is made from another Loan Account are disclosed to you in the Credit Agreements.

You are responsible to pay any other charges you may incur in connection with your use of FHB Online, such as long distance charges or Internet service provider fees.

17. Your Privacy

As described in our privacy policy, we will disclose information to third parties (including Billers and our Service Provider) about your Account(s) and the transfers you make:

- When it is necessary or helpful to enable you to use FHB Online, such as transferring funds or making payments, obtaining Account information or performing any other functions described in this Agreement.
- To resolve questions or problems regarding your other use of FHB Online.
- To verify the existence and condition of your Account for a third party, such as credit bureau or merchant.
- To comply with government agency or court orders.
- To other companies in the BancWest Corporation family of companies.

- If you give us your written permission.

You can review (and print) our complete privacy policy on our website www.fhb.com, or by clicking on the links at the top of the page.

18. Additional Information

If you log on to FHB Online through the Internet, you will be able to see information provided by third parties, which may include links to other websites. Our Service Provider may be furnishing this information and these links. However, neither the Service Provider nor we are or will be making any warranties, express or implied, regarding this information or any links to other websites, and we assume no responsibility for the accuracy, completeness, reliability, or suitability of the information provided by our Service Provider or other third parties or the information, offers, or activity found on other websites to which you may be sent via a link on FHB Online. You can follow online instructions to customize some of the information shown.

19. Amendment of this Agreement---Notices---Conflicts---Governing Law

We may change this Agreement by modifying any or all of its terms, or by adding new terms or removing some of its terms. For example, changes may include increases or decreases in the monthly fees payable under this Agreement, or the addition of new fees for other services offered under this Agreement. We will give you notice of all changes to this Agreement as set forth below. Your continued use of FHB Online will signify that you agree with the changes.

- A. We will provide you with advance notice of any change unless: (i) we believe that immediate implementation of the change is necessary to protect the security or integrity of the FHB Online system; (ii) the change is an enhancement to FHB Online; or (iii) the change does not increase your obligations or reduce your rights under the Agreement or with regard to FHB Online. All advance notices will be sent by mail addressed to the last address shown in our records for you or by email to you at the email address then reflected in your FHB Online profile. Notices other than advance notices will be provided to you by means of a message that is displayed when you log on to FHB Online, by mail addressed to the last address shown in our records for you, or by email to you at the email address then reflected in your FHB Online profile. Notices will be effective when the notice is displayed upon login to FHB Online, when the notice is deposited with the U.S. Postal Service, or when the notice is transmitted by email, unless we indicate within the notice a later effective date.
- B. All notices you furnish to us shall be sent by mail addressed to us at the address listed in Section 11, or by Messages through FHB Online while you are logged on to the system on a conventional computer (not from an external email address and not from a Mobile Device), or by using the notification address or method expressly stated in any particular section of this Agreement. Notice from any one of you will be effective for all of you. Your notices will be effective when we have had an opportunity to act upon the notice after it is received by us except as to situations in which this Agreement provides or contemplates an earlier effectiveness. Please refer to Section 14 for additional information on using Messages to contact us.
- C. If there is a conflict between the Deposit Agreements or the Credit Agreements and this Agreement with respect to the FHB Online service, this Agreement shall control.

- D. Except as set forth in an amendment to this Agreement or by online terms and conditions, Hawaii law and applicable U.S. federal law and regulations govern this Agreement, even if the laws of another jurisdiction govern your Deposit Agreements and/or Credit Agreements. You agree that any legal action that may be filed by you elsewhere will be transferred to the appropriate court in Hawaii, if we decide we want it to be transferred. The end user agreement and software license with the Service Provider may provide for the law of another state to apply.

20. Termination - Closing Non-Payment Account

If you do not log on to FHB Online for more than 90 days, we reserve the right to terminate your FHB Online service without notice. If there are any Online Transfers or Bill Payments scheduled on your Accounts, we will not terminate your FHB Online service until such transfers or payments are completed; provided, however, that you will be responsible for all Online Transfer or Bill Payments that you have requested even if the Account is closed.

21. Termination - Closing Payment Account - Severability

In addition to the termination provision in Section 20, either you or we may terminate this Agreement at any time by giving notice of termination to the other party. If either of us terminates your use of FHB Online, we reserve the right to complete payments from your Accounts that are already scheduled unless you properly and timely cancel payment on such payments as provided in Section 9.

If either you or we close the Payment Account while there are any payments pending, this will cancel all payments scheduled to be made from that Account but will not terminate this Agreement as to other Accounts. In all cases, you will remain responsible for all Online Transfers or Bill Payments that you have requested even if the Account is closed unless all Online Transfer(s) and/or Bill Payment(s) are cancelled as provided in FHB Online.

All other provisions of this Agreement shall remain in full force even if one or more provisions of this Agreement are held invalid, illegal, void, or unenforceable by any rule or law, administrative order, or judicial decision. You agree that this Agreement as made available by us online is controlling, and that changes that you might attempt to make to it by modifying it after downloading it onto your Computer Equipment will not be effective for any purpose.

Amendment of Terms and Conditions Receiving Statements Electronically (Deposit and Loan Accounts)

1. Introduction

By requesting electronic delivery of your periodic statement, you agree to the terms of this Amendment, as well as any online instructions we provide concerning electronic statements. This Amendment supplements, but does not replace, the Terms and Conditions for FHB Online and FHB Online for Business (collectively called "FHB Online"). In addition, as applicable, this Amendment supplements, but does not replace, the following: (i) the Deposit Account Rules and Regulations and Other Information ("Deposit Rules") applicable to your First Hawaiian Bank ("FHB") deposit accounts; (ii) the Yes-Check Reserve Line of Credit Account Agreement ("Yes-Check Agreement") applicable to any Yes-Check account that you have with FHB; and (iii) cardholder agreements for any MasterCard or Visa credit card that was issued to you by FHB ("Credit Card Agreement").

2. Receiving Statements Electronically

- A. **Who Can Request Electronic Statements.** You must be enrolled in FHB Online and provide us with your current email address to request electronic delivery of your statement.
- B. **Joint Accounts.** If you have a joint account, any one of the accountholders can request electronic delivery of the statement. Any one of the joint accountholders can also terminate electronic statements at any time, as described in Section IV below.
- C. **Types of Accounts with Electronic Statements.** There will be an account list in the Statement section indicating which accounts are eligible for electronic statements. If you receive a paper combined statement listing various FHB accounts, your electronic statement will continue to show the same accounts unless you have requested a change to the account included in your combined statement. If you have more than one checking account listed on a combined statement, you will only be able to select electronic statements for the primary checking account. If you request an electronic statement for the checking account to which your Yes-Check account is linked to, you will also receive your Yes-Check statement electronically (see below for special information regarding electronic Yes-Check statements).
- D. **Investment Accounts, Trust Accounts, and Insurance Policies.** Investment Accounts, Trust Accounts, and Insurance Policies are not eligible for FHB Online's electronic statement functionality described in this Amendment. To the extent that statements and other documents for Investment Accounts and Trust Accounts are available in electronic format, those documents are available through the Wealth Management Portal rather than FHB Online's electronic statement functionality.
- E. **Selecting Statement Preference.** When you request that your statement be delivered electronically by selecting the "eStatements" option, you will no longer receive paper statements. This election will continue to apply until a change in delivery methods is implemented as provided below (please see paragraph 4.A below on how to cancel electronic statements). If you want to receive both electronic and paper statements for any account(s) other than credit card accounts, you may request this by making that selection through FHB Online. The option of receiving both electronic and paper statements is not available for credit card accounts. You must choose either electronic or paper statements for credit card accounts.
- F. **Paper Statement Fee.** A fee of \$5.00/mo. will be charged each month on accounts that receive a paper statement in addition to an eStatement. There is no fee to receive either a paper statement or an eStatement. As noted above, the option of receiving both electronic and paper statements is not available for credit card accounts.
- G. **Checking Accounts: No Returned Checks.** If you receive images of your cancelled checks with your paper checking account statement, when you request electronic delivery of your statement you will automatically be enrolled in our CheckStorage service, and you will no longer receive your cancelled check images. Our CheckStorage service stores images of your cancelled checks. You can obtain imaged copies of cancelled checks by contacting any FHB branch. There is no charge for our CheckStorage service, but there is a per item fee if you request more than six image copies of cancelled checks per statement period.

- H. **Special Information for Electronic Yes-Check and Credit Card Statements.** When you receive your Yes-Check or credit card statement electronically, we will not mail you a paper billing statement. You may make payments by any method permitted under the Yes-Check Agreement or the Credit Card Agreement, as applicable.
- I. **All Other Statement Requirements Continue to Apply.** All of the terms and conditions relating to statements contained in the FHB Online Terms and Conditions, Deposit Rules, Yes-Check Agreement, and/or Credit Card Agreement (as applicable) continue to apply to your statement when it is delivered electronically. For example, you must continue to review your statement and report any errors to us within the time limits described in the FHB Online Terms and Conditions, Deposit Rules, Yes-Check Agreement, and/or Credit Card Agreement, using the date your electronic statement was delivered as the "mailing" date.

3. How to Access Electronic Statements

- A. **Notification via Email.** When your electronic statement is available for viewing, we will send you an email notification to the email address you provide to us for FHB Online. The notification will contain instructions for you to use to access your electronic statement. In order to access your electronic statement, you will need to log on to FHB Online and follow the instructions provided.
- B. **Accessing Your Electronic Statement.** In order to view your electronic statement, you will need to use the Adobe Acrobat Reader, which is available free on the Adobe website. The FHB Online Terms and Conditions contain information on the requirements necessary to access FHB Online.
- C. **Change in Your Email Address.** If you change your email address, you need to provide us with your new email address in order to continue receiving email notification that your electronic statement is available for viewing. If we receive a message indicating our email notification to you is undeliverable, we will send you a notice in the regular mail that your statement is available for viewing online and a request that you update your email address. Notice will be sent by regular mail only the first time that we receive a message indicating our email notification to you is undeliverable (i.e. if email notifications are undeliverable for multiple months, we will only send a notice by regular mail for the first month). Your statement will remain available to you electronically at FHB Online until a change in delivery methods is implemented as provided below.

4. Termination of Electronic Statements

- A. **By you.** If you decide that you would rather receive paper statements by mail, you can request that we stop delivering your statement electronically by changing your statement delivery preference for the specific account on FHB Online. If you want to have your cancelled check images returned with your paper checking account statement, you will also need to cancel CheckStorage by notifying your branch (there may be a fee for having your check images returned). If you terminate your use of FHB Online, you will be automatically converted to paper statements for your account(s). If you close an account receiving electronic statements, your closed account will be accessible in an inquiry-only status on FHB Online for thirty days after it is closed to enable you to view your final statement. We will not send you a paper statement for your final statement.
- B. **By us.** We reserve the right to stop delivering your statement electronically at any time by giving you a notice. If we close an account receiving electronic statements, your closed account will be accessible in an inquiry-only status on

FHB Online for a limited period of time after it is closed to enable you to view your final statement, and you will not be sent a final paper statement. If we decide to stop delivering your statement electronically or terminate your use of FHB Online, we will continue to send you paper statements.

Amendment of Terms and Conditions External Transfers

1. Introduction

This Amendment supplements, but does not replace, the following documents: (a) the Terms and Conditions for FHB Online; (b) the Deposit Account Rules and Regulations and Other Information ("Deposit Rules") applicable to your First Hawaiian Bank ("FHB") deposit accounts; (c) your Yes-Check Reserve Line of Credit Account Agreement ("Yes-Check Agreement"), if you have a Yes-Check Reserve Line of Credit account ("Yes-Check Account"); and (d) the agreements governing your FHB Loans (as defined in Section 2 below) ("Loan Agreements"). By using the External Transfer function of FHB Online, you agree to the terms of this Amendment, as well as any online instructions we provide concerning External Transfers. To the extent that any conflict arises between this Amendment and the Deposit Rules, the Yes-Check Agreement, or the Loan Agreements, this Amendment will control. This Amendment does not apply to Bill Payments.

2. Authorization for Electronic Funds Transfer

By requesting and using the External Transfer and Related Services function of FHB Online, you authorize FHB to do the following depending on the type of transfer you request: (a) debit your account at the financial institution you designate and credit that amount to your deposit account at FHB or your FHB Loan; (b) debit your deposit account at FHB and transfer those funds to the account you designate; or (c) make other money-management services available to you. You also acknowledge that all your requests for External Transfers must comply with the provisions of U.S. law. For purposes of this Amendment, "FHB Loan" means a loan or extension of credit, including without limitation mortgage loans, credit cards, installment loans, and lines of credit, that was made to you by FHB and that appears in the list of accounts on the "Manage Accounts" tab in FHB Online. Certain loans and extensions of credit are ineligible for payment using an External Transfer. Those ineligible loans and extensions of credit will not appear in the list of accounts on the "Manage Accounts" tab in FHB Online.

3. Types of External Transfers; Cancelling External Transfers

- A. Description of External Transfers. The External Transfer function of FHB Online allows you to do the following: (i) transfer funds from your FHB deposit account to another deposit account; (ii) transfer funds from your deposit account at another financial institution into your FHB deposit account; and (iii) transfer funds from your deposit account at another financial institution to your FHB Loan, which will be credited as a payment on your FHB Loan. These types of transfers are referred to collectively as "External Transfers." External Transfers will be validated as described in the online instructions we provide.
- B. Using an External Transfer to Make a Payment on an FHB Consumer Credit Card. Important note for consumer customers: for prompt crediting of payment to your FHB credit card account, your payment must be mailed to BankCard Center, P.O. Box 29450, Honolulu, Hawaii, 96820-1850.

- C. Single or Recurring External Transfers. An External Transfer may be scheduled at a time up to 365 days in advance of the date the transfer is to be made (called a "Single External Transfer"), or may be set up as an automatic recurring transfer to be made at substantially regular intervals (i.e. monthly, quarterly, etc.) in the same amount between the same two accounts (called a "Recurring External Transfer"). External Transfers can only be set up by customers accessing FHB Online through our Internet website; customers using personal money management software are not able to request External Transfers.
- D. Cancelling External Transfers. You can cancel External Transfers by using online instructions provided on FHB Online. For Recurring External Transfers, you can skip the next scheduled External Transfer, or cancel all Recurring External Transfers using FHB Online. You must transmit your request to skip or cancel a Recurring External Transfer before 7 p.m. (Hawaii time) on the Business Day before the day the External Transfer is scheduled to occur. If you do not meet that deadline, FHB Online may not have sufficient time to process your cancellation instruction, which means your External Transfer may be processed as you originally scheduled.
- E. External Transfers and Other Services via Popmoney. FHB may offer you the ability to obtain External Transfers and communicate with others regarding payments to or from your account via mobile phone number (text messaging) and email address using a service called Popmoney (collectively "Popmoney Services"). If you elect to obtain External Transfers using Popmoney or other Popmoney Services, you agree to the following additional terms and conditions:
1. You must sign up if you would like to use the Popmoney Services. You must have a valid email address and mobile phone number in order to use the service. Your mobile phone must be enabled for SMS (text-messaging). Standard text messaging rates from your mobile phone provider will apply. You are solely responsible for the costs of mobile phone, text messaging, and email access to the Popmoney Services.
 2. Standard External Transfers fees apply for Popmoney Services, which may change from time to time upon notice as required by law. See Section 7 of this Amendment for details.
 3. You may request debits from your account to fund transactions made using Popmoney. If you do not have sufficient funds in your account to cover the External Transfer, FHB will follow the procedure set forth in Section 7.J of this Agreement for other FHB Online services. All fees and charges associated with the account activity, including without limitation NSF fees, will be charged for Popmoney Services if applicable.
 4. Popmoney funds not deposited by the recipient within ten days will be returned to your account. The number of days is subject to change. Likewise, if you are using the Popmoney Services to make a deposit into your account at FHB but the deposit is not completed or funds are otherwise not received by FHB, we may debit any of your other accounts at FHB for the incomplete deposit.
 5. FHB may limit the amount and number of Popmoney transactions that may be requested at any time or services that you may receive through Popmoney. See Section 5 of this Amendment (Limitations on External Transfers and Other Popmoney Services) for details. These limits are subject to change without prior notice. In its sole and absolute discretion, FHB may provide higher or lower limits on a case by case basis. You agree to comply

with all such rules and limits as they may change from time to time.

6. The Popmoney Services will be provided using technology that meets industry standards for security, including without limitation challenge questions and identity verification. These procedures are not guaranteed in any way, and FHB makes absolutely no representation concerning the accuracy or privacy of any information supplied via email, mobile phone, or other systems using the Popmoney Services.
7. Without limiting the foregoing, you accept full responsibility for any communications you initiate or receive through or in connection with Popmoney Services, you are solely responsible and will ensure that the correct and current email address or mobile phone number of the intended recipient are used when requesting Popmoney Services, and we will have no responsibility or liability for any third party's failure to deliver or perform any products or services offered to you through Popmoney Services. You will not be able to retrieve your funds in the case of a dispute or if you provide an incorrect email address or mobile phone number.
8. In all cases, you bear full responsibility for and we will have no liability for External Transfers to or from your account at FHB, including those through the Popmoney Services, or third-party transactions or communications processed or received through or in connection with any other Popmoney Services.

4. Eligibility for External Transfers

Consumer and business customers are able to use the External Transfer function of FHB Online to transfer funds from a customer's deposit account at another financial institution to the customer's FHB Loan, thereby making a payment on the customer's FHB Loan. All other External Transfers are available to consumer customers only. Business customers who wish to make such External Transfers should contact their FHB branch to discuss other services that are available to transfer funds. External Transfers can only be made from the types of FHB deposit accounts listed in the online instructions we provide.

5. Limitations on External Transfers and Other Popmoney Services

There are dollar, frequency, and other limitations on External Transfers and other Popmoney Services.

- A. Dollar Limitations. Please see our website for the dollar limitations that apply to External Transfers and other Popmoney Services.
- B. Our Right to Reject External Transfers. At our complete discretion we reserve the right to complete or reject any attempted External Transfer that exceeds, equals, or is lower than the applicable limit, or for any other reason whatsoever, and, regardless of our decision in that regard, you understand that such attempted or completed External Transfers that exceed or are lower than the applicable limit may subject your account to an overdraft fee, as stated in the Deposit Rules.
- C. Frequency Limitations. Your ability to transfer funds from an FHB Money Market Checking account is limited by federal law. Preauthorized or automatic transfers, or telephonic transfers (including data transmission), other transfers, orders, or instructions (including online transfers) or transfers by check, draft, or similar order from an FHB Money Market Checking account to another account or third party are limited to six per calendar month or four-

week statement cycle. There is no limit on the number of transfers from other types of FHB checking accounts.

- D. **Other Limitations.** We reserve the right to limit the scope of Popmoney Services, including the frequency and dollar amount of transactions from any of your accounts for security reasons. In addition, it is possible that your Accounts and your accounts at other financial institutions are subject to limitations that will affect your ability to conduct your requested External Transfers or other Popmoney Services. We may also receive notice that other financial institutions or our service providers may refuse to accept or process External Transfers or other Popmoney Services, in which case we will not complete External Transfers or other Popmoney Services involving these institutions or service providers. This may occur without prior notice. FHB will not be liable to you for any External Transfer or other Popmoney Services that cannot be provided or completed in accordance with your instructions due to limitations imposed by other financial institutions, limitations imposed by our service providers, or limitations that we may impose based on our exercise of discretion concerning the External Transfer or Popmoney Services. You are solely responsible for ensuring that the External Transfer involves an eligible institution, and you bear the sole risk that an External Transfer may be rejected because the transfer does not involve an eligible institution. If an External Transfer involves a prepaid debit card issued through an institution that is not eligible for External Transfers, you will not be able to register the prepaid debit card or transfer funds to the prepaid debit card. Upon your reasonable request we will provide information as to whether an account or prepaid debit card is or may be subject to an Eligible Transfer.

6. Processing External Transfers

- A. **Checking for Sufficient Funds.** On the date your External Transfer is scheduled to be made, we will check your designated FHB deposit account to determine if there are sufficient funds available to cover the External Transfer. If there are sufficient funds, at our discretion we will process the External Transfer. If there are not sufficient funds on that date, we will either make the External Transfer, thereby creating an overdraft, or we may refuse to make the External Transfer. If we refuse to make the External Transfer, we will repeat the same process on the next Business Day. If there are still not sufficient funds to cover the External Transfer after our second attempt, our decision to make or to refuse to make the External Transfer will end our processing of the External Transfer. In either event, you are responsible (i) for any special handling charges we may impose, and (ii) to repay any overdraft, as stated in the Deposit Rules.
- B. **Yes-Check Accounts.** If the account you designate for the External Transfer has a Yes-Check Account linked to it and your designated account does not have sufficient funds to cover an External Transfer you have requested, your Yes-Check Account available balance will only be used for External Transfer requests that are scheduled in advance. If you request an immediate External Transfer, your Yes-Check Account available balance will not be used to conduct your requested External Transfer.
- C. **Non-Business Day Requests.** External Transfers requested on a non-Business Day will be processed the previous Business Day.

- D. Reversing External Transfers. If for any reason an External Transfer cannot be completed, we will reverse the External Transfer by re-crediting the amount of the requested External Transfer to your account unless we notify you otherwise.

7. External Transfer Fee

In addition to the normal fees for your deposit accounts and FHB Online, there is a fee of \$1.00 that we will impose for External Transfers for each transfer from your FHB deposit account (which includes External Transfers used to move funds between FHB deposit accounts). There is no fee for using the "Transfer" function of FHB Online to transfer funds between your own accounts at FHB. There is also no fee for External Transfers that transfer funds into your FHB deposit account or your FHB Loan account from other financial institutions.

8. Other Important Information

Please refer to the FHB Online Terms and Conditions for other information about the FHB Online service, such as information about your liability for unauthorized transactions or how to report unauthorized transactions. Unless described otherwise in this Amendment, all of the information in the FHB Online Terms and Conditions is the same and applies to External Transfers.

To report any unauthorized transactions, please call us immediately at 643-4343 (or 1-888-643-4343 from the continental U.S., Guam, or CNMI).

If you have a problem or question about your account at another financial institution, please contact your other financial institution directly. Please remember that use of your account at another financial institution is subject to that financial institution's rules and regulations governing your account, and we are not liable or responsible for any cost or losses incurred as a result of your External Transfer requests from and/or into such accounts.

Amendment of Terms and Conditions Priority Rewards & Priority Destinations Business Credit Cardholders Only

1. Introduction

This Amendment supplements, but does not replace, the Terms and Conditions for FHB Online applicable to your First Hawaiian Bank ("FHB") Priority Rewards and Priority Destinations Business Credit Card Account ("Business Credit Card Account"). In addition to the terms and conditions in this Amendment, all terms and conditions in the Agreement that are applicable to a "Business Customer" apply to your use of FHB Online in connection with your Business Credit Card Account. By enrolling in and/or using FHB Online, or authorizing another to use the service, you agree to the terms of this Amendment, including online instructions we provide.

2. Enrolling in FHB Online

If you are unable to enroll online in FHB Online, you will need to complete the enrollment application found on our website (www.fhb.com/online-enroll.htm), print it, and mail or deliver it to us. If you enroll by mail or in person, FHB Online will be available for your use when you first log on to the service after we have had an opportunity to act upon your enrollment application. The security procedures in Section 6 of this Agreement apply to your enrollment and use of FHB Online.

3. What You Can Do With FHB Online

Certain features of FHB Online allow you to obtain balance and transaction information for your Business Credit Card Account and to transfer money between certain Accounts. Notwithstanding anything to the contrary in the Agreement, your use of FHB Online is limited to the following features as it pertains to your Business Credit Card Account:

- A. If you are the Business Customer that is the owner of the Business Credit Card Account, you may use FHB Online to:
 - 1. Review all transaction information on the Business Credit Card Account, subject to the terms and conditions in Section 7 of the Agreement.
 - 2. Make transfers to the Business Credit Card Account from certain Accounts you maintain with us, subject to the terms and conditions in Section 7 of the Agreement.
- B. If you are a Business Customer that is an individual cardholder on the Business Credit Card Account, you may use FHB Online to review your individual transaction information on the Business Credit Card Account, subject to the terms and conditions in Section 7 of the Agreement.

4. Conflicts

In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control, but only with respect to the subject matter in this Amendment.

Amendment of Terms and Conditions Mobile Remote Deposit Capture Service

This Amendment applies to the First Hawaiian Bank Mobile Remote Deposit Capture Service ("Service"), which is part of the FHB Online services. This Amendment supplements, but does not replace, the Terms and Conditions of FHB Online Services ("Terms") and the Deposit Account Rules and Regulations and Other Information for Personal Accounts ("Deposit Agreement"). In this Amendment, the words "you" and "your" refer to the Service user who has enrolled in this Service, and the words "we", "us", and "our" refer to First Hawaiian Bank.

1. General Description of the Service

You may use the Service to make deposits to your checking and money market accounts (collectively "Account") through an FHB Mobile Application by using a supported Mobile Device to scan and transmit images of checks to us or our processor.

2. Eligibility Requirements; Permitted Deposits

- A. Service Eligibility. To be eligible for use of the Service, you must be designated as the owner or authorized signor of the Account, the Account must be in good standing at all times, and you and the Account must meet our current eligibility criteria. You must continue to comply with the eligibility criteria in order to remain eligible to use the Service. We reserve the right to establish limits on the amount and frequency of deposits you can make through the Service, and if one or more of your deposits exceed those limits, the deposit(s) will not be processed. If we permit

you to make a deposit in excess of these limits, that deposit will still be subject to the terms of this Amendment, and we will not be obligated to allow such a deposit at other times.

- B. Service Requirements and Limitations. To use the Service, you must subscribe to the FHB Online Service. To enroll in and access the Service, you will need to have an FHB Mobile Application and a supported Mobile Device. You must comply with the Mobile Device hardware and FHB Mobile Application software requirements and any security procedures contained in those requirements and this Amendment. Your failure to comply with those requirements may result in you being unable to complete a deposit. We reserve the right to change the requirements to use and access the Service at any time without notice, including imposing additional requirements to maintain the appropriate level of security for the Service. We are not responsible for any loss or damages resulting from any errors or failures of your Mobile Device, including any Mobile Device virus or malware attack, any attack by a person attempting to gain unauthorized access to your Mobile Device, or any Mobile Device network problems you encounter when you use the Service. When you use the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.
- C. Eligible and Ineligible Items. You agree to scan and deposit only "checks" as that term is defined in Regulation CC of the Federal Reserve Board ("Regulation CC"). You also agree that the image of the check transmitted to us will be deemed an "item" within the meaning of Articles 3 and 4 of the Hawaii Uniform Commercial Code. In order for us to accept and process your deposit, it must:
- Be an original paper check payable to and endorsed by you;
 - Be payable in U.S. dollars at a financial institution in the U.S.;
 - Be dated within six (6) months prior to deposit date;
 - Have all fields completed; and
 - Be legible and in good condition.

You agree that you will not deposit any of the following ineligible items which are checks that:

- Are payable to someone other than you (e.g., a third-party check);
- Have been altered in any way, are fraudulent or otherwise not authorized;
- Are payable to you jointly with one or more other persons;
- Were previously converted to a "substitute check", as defined in Regulation CC;
- Are drawn on a financial institution located outside the U.S.;
- Are "remotely created checks", as defined in Regulation CC;
- Are not payable in United States currency;
- Are dated more than six (6) months prior to the date of deposit;
- Are postdated;
- Are prohibited by our current Service procedures or otherwise not acceptable under the Deposit Agreement;
- Are payable on sight or payable through drafts, as defined in Regulation CC;
- Have an endorsement on the back other than as specified in this Amendment;
- Are drawn or issued by the U.S. Treasury Department;

- Have been previously deposited with us or any other financial institution, including checks that have been returned unpaid (other than checks returned unpaid because the image quality is insufficient for the Service);
- Are drawn on another account owned by you;
- Are traveler's checks;
- Are money orders; or
- Are postal orders.

3. Use of the Service

- A. Endorsements. You agree to endorse each check transmitted through the Service with the endorsement "For mobile deposit only, First Hawaiian Bank account # _____" or any other endorsement that we require. In addition, you must write the word "Mobile Deposit" in the space at the top of the front of the check above the payee line.
- B. Creation and Transmission of Check Images. Using a supported Mobile Device, you will create an electronic image of the front and back of a check endorsed as required by Section 3.A and transmit the images and associated deposit information, including information captured from the magnetic ink character recognition ("MICR") line, to us or our designated processor for our review and processing. The images of an item transmitted to us using the Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. Once you transmit images using the Service, you will receive a notice on your Mobile Device acknowledging transmission of the images ("Transmission Notice"). The Transmission Notice does not mean that the transmission was error free, that the images were received by us or our processor, or that the check is eligible for processing, is considered a deposit, or has been credited to your Account. The Transmission Notice only means that the image has been sent to us or our processor by your Mobile Device.
- C. Prohibition on Duplicate Deposits. Once you transmit an image of a check for deposit, you agree you will not try to deposit that check again through the Service or otherwise deposit it or present it for payment with us or any other financial institution or person, unless we send you a notice saying that your deposit cannot be processed through the Service, as described in Section 3.E below.
- D. Receipt of Items. Checks and items you submit through the Service will be deemed "received" by us for deposit based on the time of receipt as well as receipt of an image that is complete, is usable, and meets all of the other requirements for remote deposits contained in this Amendment, including without limitation the standards described in Section 2.C above. A check that we receive by 5:00 P.M. Hawaii Standard Time ("HST") on a Business Day will be deemed to have been received on that Business Day. If we receive the deposit after that time or on a day that is not a Business Day, the deposit will be deemed to have been received by us on the next Business Day. We are not responsible for items we do not receive, such as an image that is dropped during transmission.

- E. Review of Items. All checks and items submitted by you through the Service are subject to our verification and final inspection process. We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. If the check is eligible for processing in accordance with this Amendment, we will present the check, either in electronic form or as a substitute check, directly or indirectly to the bank the paper check was drawn upon or payable through, or we will present or post the check if we are the paying bank. The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in our sole discretion, subject to the terms and conditions of the Deposit Agreement which governs your Account. If we are not able to accept your deposit for any reason, such as the image is blurry, we cannot read the MICR line, or your deposit is not eligible, we will send a notice that your deposit could not be processed through the Service. If the check is eligible for processing in accordance with this Amendment but there is a discrepancy between the check and the information that you submitted regarding the check, we have the right to process the check in accordance with the information on the check and to make such adjustments to your Account as are necessary to correct the discrepancy. We will provide you with notice of any such adjustment.
- F. Availability of Funds. Funds deposited using the Service will be made available to you in accordance with the funds availability policy in the Deposit Agreement. Funds deposited using the Service will be treated as deposits by mail for purposes of applying the funds availability policy in the Deposit Agreement. Notwithstanding the foregoing, you acknowledge and agree that the funds availability rules of Regulation CC do not apply to checks you deposit through the Service.
- G. Status Information Provided by an FHB Mobile Application. After you transmit images using the Service, you will be able to obtain information about the status of your deposit using an FHB Mobile Application. This information is for your convenience only and is subject to change. For example, if a deposit that an FHB Mobile Application identifies as approved is subsequently discovered to involve an ineligible item, we have the right to withdraw our approval and notify you that your deposit cannot be processed through the Service.
- H. Disposal of Transmitted Items. You agree to retain each check that you transmit under this Amendment for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check unless we send you a notice that your deposit of that check could not be processed through the Service. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to provide it to us within one (1) Business Day following receipt of our request. If we send you a notice that your deposit could not be processed through the Service, you may visit any of our branches for further information about how you might be able to deposit the check.
- I. Errors. You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than thirty (30) days after your Account statement is sent to you. Unless you notify us within the 30-day period, the Account statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
- J. Chargebacks. If a check that you deposit through the Service and we credit to your Account is subsequently returned to us or is subsequently determined not to be an eligible item, we have the right to charge back that check to your Account at any time. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of a returned or ineligible item.

4. Our Agreement

Your enrollment in and use of the Service constitutes your acceptance of and agreement to the terms and conditions of this Amendment. This Amendment is part of the Terms and the Deposit Agreement and applies specifically to your use of the Service. You acknowledge and agree that the terms "check" and "item" in the Deposit Agreement include the images you make for deposit through the Service. Unless otherwise noted, if there is any conflict between the Terms and/or the Deposit Agreement and the provisions of this Amendment, this Amendment will govern your use of the Service. Terms defined in the Terms will have the same meaning in this Amendment, unless separately defined in this Amendment. This Amendment is subject to change from time to time, and we will notify you of any change as provided in the Terms. We reserve the right, in our sole discretion, to add features, eliminate features, or modify features of the Service from time to time. Any change will begin to apply upon the effective date of the change, and will apply to your future use of the Service, and your continued use of the Service will indicate your acceptance of any changes to the Service.

5. Security Procedures

You agree to the security procedures used by us in connection with the Service, and you agree that you will not use the Service if you do not agree that our security procedures are commercially reasonable with respect to the size, type, and frequency of the deposits you make through the Service. Our security procedures are contained in this Amendment and in other documentation provided to you with the Service. As part of our security procedures, we use authentication technologies such as user names and passwords that we may provide to you or we may require you to provide to us. You are responsible for maintaining the confidentiality and security of the security information. If you think or know someone has obtained any of that security information, you must notify us as soon as possible. You are solely responsible for losses you incur for transactions you initiate before we receive your notification and have had a reasonable opportunity to act on your notification.

6. Service Fees

We reserve the right to charge fees for the Service. We will provide you with notice of such fees.

7. Your Promises and Indemnification

You promise us that:

- You will not transmit any ineligible items.
- You will not transmit duplicate items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of any check you transmit to us is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not re-deposit or re-present the original item.
- All information you provide to us is accurate and true.

- You will comply with this Amendment and all applicable rules, laws, and regulations in using this Service.

You agree to indemnify, defend, and hold us harmless from any loss resulting from your breach of these promises, including any loss or costs we incur as a result of accepting and processing a check or item you submit to us through the Service.

8. Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

9. Suspension or Discontinuance of Service

We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without notice to you.

10. Enforceability

We may waive enforcement of any provision of this Amendment. No waiver of a breach of this Amendment shall constitute a waiver of any prior or subsequent breach of the Amendment. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Amendment. In the event that any provision of this Amendment shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Amendment shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

11. Ownership & License

You agree that we or our licensors retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Amendment. Your breach of this Amendment immediately terminates your right to use the Service. You may not use the Service: (a) in any anti-competitive manner; (b) for any purpose which would be contrary to our business interest; or (c) to our actual or potential economic disadvantage. You may not copy, reproduce, distribute, or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

12. Disclaimer of Warranties

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (D) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

13. Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

Amendment of Terms and Conditions Statement Rewards

1. Introduction

This Amendment applies to and governs the Statement Rewards Program ("Statement Rewards"). By redeeming, participating in, or taking advantage of any Offer (as defined below) that you receive through Statement Rewards, you agree to be bound by this Amendment. This Amendment supplements, but does not replace, the Terms and Conditions for FHB Online and FHB Online for Business. In addition, as applicable, this Amendment supplements, but does not replace, the following: (a) the Deposit Account Rules and Regulations and Other Information ("Deposit Rules") applicable to your First Hawaiian Bank ("FHB") deposit accounts; and (b) cardholder agreements for any MasterCard or Visa credit card that was issued to you by FHB ("Credit Card Agreement").

2. Program Administrator

Statement Rewards is administered by a third party ("Program Administrator"). FHB does not administer Statement Rewards.

3. Statement Rewards

All FHB personal checking accounts with a debit card, all FHB business checking accounts with a debit card, and all FHB personal credit card accounts are included in the Statement Rewards with the exception of any such FHB accounts established in Guam or CNMI, which are effectively excluded from Statement Rewards. The foregoing exclusion does not in any way excuse the holder of any such FHB accounts established in Guam or CNMI from complying with its contractual obligations to FHB under the Terms and Conditions for FHB Online and FHB Online for Business, the Deposit Rules, and the Credit Card Agreement, as applicable. Statement Rewards provides you with offers (each, an "Offer") from participating merchants ("Merchants") based on transactions that you make using an FHB personal debit card, an FHB business debit card, or an FHB personal credit card. Some offers are displayed within your list of transactions on your account activity page on FHB Online ("Inline Offers"). Other offers are only visible when you click on the Statement Rewards graphic that appears on your account activity page on FHB Online ("Dashboard Offers"). After you satisfy all applicable terms and conditions of an Offer, a credit ("Credit") will be posted to (a) your deposit account associated with the debit card that was used to make the purchase that generated the Offer or (b) your credit card account associated with the credit card that was used to make the purchase that generated the Offer. The Offer will identify the amount of the Credit that you will receive. Please see the Frequently Asked Questions regarding Statement Rewards ("Statement Rewards FAQ") for additional information about Statement Rewards.

4. Terms and Conditions for Specific Offers

In addition to the terms and conditions applicable to all Offers, such as this Amendment, there are terms and conditions that are only applicable to specific Offers. Terms and conditions that are only applicable to a specific Offer will be displayed in connection with that Offer. You must comply with all terms and conditions applicable to an Offer in order to receive a Credit for that Offer. Offers may be discontinued at any time by FHB or the Program Administrator.

5. No Endorsement

FHB does not endorse or recommend any Offer made available to you through Statement Rewards or any Merchant associated with an Offer. Any decision to redeem, participate in, or take advantage of an Offer is made solely at your own risk.

6. Links to Other Websites

As part of participating in Statement Rewards, you might be presented with links to other websites. FHB does not make any warranties, express or implied, regarding any third party information or any links to other websites, and FHB assumes no responsibility for the accuracy, completeness, reliability or suitability of the information provided by third parties or information, software (if any), offers or activity found on other websites that may be linked to our website.

7. Release

To the maximum extent permitted by law, you hereby release and agree to hold harmless FHB and its officers, directors, employees, parent company, affiliates, subsidiaries, consultants, and agents from any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or in any way relating to you redeeming, participating in, or taking advantage of an Offer.

8. Compliance with Laws

You agree to comply with all applicable laws, rules, regulations, and ordinances in connection with participating in Statement Rewards and redeeming, participating in, or taking advantage of any Offers, including without limitation purchasing any goods or services that are the subject of an Offer and participating in any services that are the subject of an Offer.

9. Fraud

You agree that FHB and the Program Administrator have the right to refuse to award any and all Credits that are determined to have been obtained through fraud or dishonesty.

10. Turning off Statement Rewards

You may turn off Statement Rewards at any time. Turning off Statement Rewards prevents Inline Offers from appearing within your list of transactions on FHB Online. Dashboard Offers will continue to be accessible but only if you click on the Statement Rewards graphic on your transaction activity page on FHB Online. Please see the Statement Rewards FAQ for information about how to turn off Statement Rewards. If you turn off Statement Rewards, you may subsequently turn Statement Rewards on again. The Statement Rewards FAQ explains how to turn Statement Rewards back on.

11. Termination

We reserve the right, in our sole discretion, to terminate your participation in Statement Rewards immediately if you violate any of your agreements with us, including without limitation this Amendment, or if FHB and/or the Program Administrator no longer offers Statement Rewards.

Amendment of Terms and Conditions Bill Payment Service

1. Service Definitions

- A. "Bill Pay Agreement" means these terms and conditions of the bill payment service.
- B. "Bill Pay Service" means the bill payment service offered through Service Provider as the designated service provider of First Hawaiian Bank.
- C. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- D. "Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.
- E. "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- F. "Payment Instruction" is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- G. "Payment Account" is the checking account from which bill payments will be debited.
- H. "Prohibited Payment" means the following types of payments that are prohibited through the Bill Pay Service (and First Hawaiian Bank and Service Provider have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments):
 - 1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 - 2. Payments that violate any law, statute, ordinance, or regulation; and
 - 3. Payments that violate the FHB Online Terms and Conditions; and
 - 4. Payments related to (1) tobacco products, (2) prescription drugs and devices, (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety, (4) drug paraphernalia, (5) ammunition, firearms, or firearm parts or related accessories, (6) weapons or knives regulated under applicable law, (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity, (8) goods or services that are sexually oriented, (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (10) goods or services that defame, abuse, harass, or threaten others, (11)

goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous, (12) goods or services that advertise, sell to, or solicit others, or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction, and

5. Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including but not limited to casino games, sports betting, horse or dog racing, lottery tickets, or other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes; and
6. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, or multi-level marketing programs, (2) are associated with purchases of real property, annuities, or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by an account accessed by the Payment Account, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with money service business activities including without limitation the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
7. Payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property); and
8. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, First Hawaiian Bank or Service Provider may also block and/or reverse payments that involve donations or payments to an unauthorized charity or nonprofit organization. In no event shall First Hawaiian Bank or Service Provider be liable for any claims or damages resulting from your scheduling of Prohibited Payments.

9. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. In the case of laser drafts, however, the Scheduled Payment Date will be the date on which the draft clears the Payment Account.
10. "Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

2. Description of Service

These Bill Payment Service Terms and Conditions explain the terms and conditions by which First Hawaiian Bank, through its designated service provider (Fiserv Solutions, LLC, identified here as "Service Provider"), provides a service ("Bill Pay Service") that enables you to receive, view, and pay bills through the FHB online banking website or mobile banking (collectively "Site"). The payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment). The Bill Pay Service reserves the right to select the method in

which to remit funds on your behalf to your Biller.

3. Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Pay Service is offered when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date sooner than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Payment Account may be debited earlier than the Scheduled Payment Date. The Bill Pay Service uses a payment calendar that reflects Continental U.S. processing dates and times so please adjust delivery dates for Guam/CNMI payments accordingly.

4. Bill Pay Service Guarantee

Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Pay Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

5. Payment Authorization and Payment Remittance

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Pay Service to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will use its best efforts to make all your payments properly. HOWEVER, NEITHER FIRST HAWAIIAN BANK NOR SERVICE PROVIDER SHALL INCUR LIABILITY, AND ANY SERVICE GUARANTEE SHALL BE VOID, IF THE BILL PAY SERVICE IS UNABLE TO COMPLETE ANY PAYMENTS INITIATED BY YOU BECAUSE OF THE EXISTENCE OF ANY ONE OR MORE OF THE FOLLOWING CIRCUMSTANCES:

- A. IF, THROUGH NO FAULT OF THE BILL PAY SERVICE, YOUR PAYMENT ACCOUNT DOES NOT CONTAIN SUFFICIENT FUNDS TO COMPLETE THE TRANSACTION OR THE TRANSACTION WOULD EXCEED THE CREDIT LIMIT OF YOUR OVERDRAFT ACCOUNT;
- B. THE PAYMENT PROCESSING CENTER IS NOT WORKING PROPERLY AND YOU KNOW OR HAVE BEEN ADVISED BY THE BILL PAY SERVICE ABOUT THE MALFUNCTION BEFORE YOU EXECUTE THE TRANSACTION;
- C. YOU HAVE NOT PROVIDED THE BILL PAY SERVICE WITH THE CORRECT PAYMENT ACCOUNT INFORMATION OR THE CORRECT NAME, ADDRESS, PHONE NUMBER, OR ACCOUNT INFORMATION FOR THE BILLER; AND/OR,
- D. CIRCUMSTANCES BEYOND CONTROL OF THE BILL PAY SERVICE (SUCH AS, BUT NOT LIMITED TO, FIRE, FLOOD, OR INTERFERENCE FROM AN OUTSIDE FORCE) PREVENT THE PROPER EXECUTION OF THE TRANSACTION AND THE BILL PAY SERVICE HAS TAKEN REASONABLE PRECAUTIONS TO AVOID THOSE CIRCUMSTANCES.

PROVIDED NONE OF THE FOREGOING EXCEPTIONS ARE APPLICABLE, IF THE BILL PAY SERVICE CAUSES AN INCORRECT AMOUNT OF FUNDS TO BE REMOVED FROM YOUR PAYMENT ACCOUNT OR CAUSES FUNDS FROM YOUR PAYMENT ACCOUNT TO BE DIRECTED TO A BILLER IN A MANNER THAT DOES NOT COMPLY WITH YOUR PAYMENT INSTRUCTIONS, THE BILL PAY SERVICE SHALL BE RESPONSIBLE FOR RETURNING THE IMPROPERLY TRANSFERRED FUNDS TO YOUR PAYMENT ACCOUNT AND FOR DIRECTING TO THE PROPER BILLER ANY PREVIOUSLY MISDIRECTED TRANSACTIONS, AND, IF APPLICABLE, FOR ANY LATE PAYMENT RELATED CHARGES.

6. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Pay Service is offered. There is no charge for canceling or editing a Scheduled Payment. Cutoff times for cancelling or editing Scheduled Payments may vary. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited and therefore a stop payment request must be submitted.

7. Stop Payment Requests

The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact First Hawaiian Bank Customer Service. Although the Bill Pay Service will make every effort to accommodate your request, the Bill Pay Service will have no liability for failing to do so. The Bill Pay Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable First Hawaiian Bank fee schedule.

8. Prohibited Payments

The Bill Pay Service shall not be used for Prohibited Payments. THE BILL PAY SERVICE HAS NO OBLIGATION TO RESEARCH OR RESOLVE ANY CLAIM RESULTING FROM A PROHIBITED PAYMENT; ALL RESEARCH AND RESOLUTION FOR ANY MISAPPLIED, MISPOSTED OR MISDIRECTED PAYMENTS WILL BE YOUR SOLE RESPONSIBILITY AND NOT THE RESPONSIBILITY OF FIRST HAWAIIAN BANK OR SERVICE PROVIDER. IN NO EVENT SHALL FIRST HAWAIIAN BANK OR ITS SERVICE PROVIDER BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR SCHEDULING OF PROHIBITED PAYMENTS. THE SERVICE GUARANTEE AS IT APPLIES TO ANY LATE PAYMENT RELATED CHARGES IS VOID WHEN PROHIBITED PAYMENTS ARE SCHEDULED AND/OR PROCESSED BY THE BILL PAY SERVICE. THE BILL PAY SERVICE HAS NO OBLIGATION TO RESEARCH OR RESOLVE ANY CLAIM RESULTING FROM A

PROHIBITED PAYMENT.

9. Bill Delivery and Presentment

The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

- A. Presentation of electronic bills - You will receive electronic bills from a Biller only if both (a) you have designated it in the Bill Pay Service as one of your Billers and (b) the Biller has arranged with Service Provider to deliver electronic bills. The Bill Pay Service may then present you with electronic bills from that Biller if either (1) you affirmatively elect online within the Bill Pay Service to receive electronic bills from the Biller or (2) the Biller chooses to send you electronic bills on a temporary trial basis. In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Service does not include an option to prevent participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. First Hawaiian Bank and Service Provider are not parties to such terms.
- B. Paper copies of electronic bills - If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. You should check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis if this is desired.
- C. Sharing information with Billers - You authorize First Hawaiian Bank and Service Provider to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which the Bill Pay Service has identified as offering electronic bills for purposes of matching your identity on the Bill Pay Service records and the Biller's records to (a) activate your affirmative request for electronic bills and/or (b) confirm your eligibility for trial basis electronic bills.
- D. Information held by the Biller - The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, held by the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all user names and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's service and/or bill information.
- E. Activation - Upon activation of the electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

- F. Authorization to obtain bill data - You authorize First Hawaiian Bank and Service Provider to obtain bill data from your Billers that you have requested to send you electronic bills and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing the Bill Pay Service with such information, you authorize the Bill Pay Service to use the information to obtain your bill data.
- G. Notification - The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for the Bill Pay Service. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. **YOU ARE SOLELY RESPONSIBLE FOR ENSURING TIMELY PAYMENT OF ALL BILLS.**
- H. Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Pay Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. **FIRST HAWAIIAN BANK AND SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR PRESENTING ANY ELECTRONIC BILLS THAT ARE ALREADY IN PROCESS AT THE TIME OF CANCELLATION.**
- I. Non-delivery of electronic bill(s) - **YOU AGREE TO HOLD HARMLESS FIRST HAWAIIAN BANK AND SERVICE PROVIDER SHOULD THE BILLER FAIL TO DELIVER YOUR STATEMENT(S).** YOU ARE SOLELY RESPONSIBLE FOR ENSURING TIMELY PAYMENT OF ALL BILLS. Copies of previously delivered bills must be requested from the Biller directly.
- J. Accuracy and dispute of electronic bill - First Hawaiian Bank and Service Provider are not responsible for the accuracy of your electronic bill(s). Service Provider is only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.
- K. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

10.Exclusions of Warranty and Limitation of Liability

THE BILL PAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FIRST HAWAIIAN BANK OR SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR THE BILL PAY SERVICE.

11. Biller Limitation

Service Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. Service Provider will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a Prohibited Payment under this Agreement.

12. Returned Payments

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired, Biller account number is not valid, Biller is unable to locate account, or Biller account is paid in full. Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification of the returned payment from Service Provider.

13. Failed Payments

In using the Bill Pay Service, you are requesting Service Provider to make payments for you from your Payment Account. If Service Provider is unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances (such as when your Biller is paid and the payment cannot be reversed), you will receive a notice from Service Provider and Service Provider may collect the amount of the payment from you in the manner provided by law, including without limitation through direct collection or by assignment of the matter to a collection agency. In such a case, you also agree that:

- A. You will reimburse Service Provider immediately upon demand for the payment amount that has been returned to Service Provider;
- B. You will reimburse First Hawaiian Bank for any fees imposed by First Hawaiian Bank as a result of the transaction;
- C. YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION; and
- D. You will reimburse Service Provider for any expenses it incurs in attempting to collect the returned item from you, including where permitted transaction fees, collection agency fees, attorney fees, court costs, and litigation expenses (at trial and on appeal).

14. Information Authorization

The Bill Pay Service may not be available depending on your transaction history with First Hawaiian Bank and/or Service Provider. In addition, your enrollment in the Bill Pay Service may not be fulfilled if the Bill Pay Service cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that Service Provider reserves the right to obtain a credit report and otherwise review your credit rating at its own expense through an authorized bureau. In addition, you agree that Service Provider reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

15. Disputes

In the event of a dispute regarding transactions implemented or attempted using the Bill Pay Service, you, First Hawaiian Bank, and Service Provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you, First Hawaiian Bank, and Service Provider as to transactions implemented or attempted using the Bill Pay Service and supersedes any proposal or prior agreement, oral or written, and any other communications between you and First Hawaiian Bank or Service Provider relating to the subject matter of this Agreement. If there is a conflict between what an employee of Service Provider or First Hawaiian Bank Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

16. Assignment

You may not assign this Agreement to any other party. Service Provider may assign this Agreement to any future, directly or indirectly, affiliated company. First Hawaiian Bank and/or Service Provider may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

17. No Waiver

First Hawaiian Bank and Service Provider shall not be deemed to have waived any of their rights or remedies hereunder unless such waiver is in writing and signed by First Hawaiian Bank or Service Provider, as the case may be. No delay or omission on the part of First Hawaiian Bank or Service Provider in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.