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# Terms and Conditions of FHB Online Services

## 1. Introduction.

This FHB Online Terms and Conditions with all of the amendments hereto (this “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. “Alert Notifications” is a term defined in Section 14.
- C. “Bill Payment” and “Bill Pay Service” are terms defined in Section 8 and the amendment for the Bill Payment, Popmoney Payment and External Transfer Services.
- D. “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.
- E. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

- F. "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 Checking<sup>SM</sup> accounts).
- G. "Computer Equipment" is a term defined in Section 4.
- H. "Cutoff time" is a term defined in Section 15.D.
- I. "Eligible Account" is a term defined in Section 5.
- J. "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.
- K. "FHB Mobile Banking" encompasses FHB Mobile Web, FHB Mobile Application, and FHB Text Banking, all as defined in Section 3.
- L. "FHB Mobile Banking Center" means the mobile banking section of our website where you manage your Mobile Banking options (e.g., devices, accounts, profile).
- M. "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).
- N. "Online Banking" is a term defined in Section 7.
- O. "Out-of-Band" refers to a feature whereby a verification code is sent to a phone number that is associated with a user's login credentials (i.e., Username and Password) as an added way of confirming the user's identity for certain online transactions or activities.
- P. "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.
- Q. "Privacy Policy" means the First Hawaiian Bank Privacy Policy.
- R. "Recurring Transfer" is a term defined in Section 7.I.
- S. "Service" means, individually and collectively, all of the Services described in Section 3 of this Agreement, any Amendment to this Agreement and any additional online and mobile banking services we provide in the future.
- T. "Single Transfer" is a term defined in Section 7.I.
- U. "Site" means the FHB Online Website.
- V. "Transfer" is a term defined in Section 12.
- W. "We," "our," "us," "Bank," "FHB," or "First Hawaiian" mean First Hawaiian Bank.
- X. "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](http://www.fhb.com), through a Mobile Device, 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:

“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.

“Bill Payment,” described more fully in Section 8 below and the amendment to Terms and Conditions of the Bill Payment, Popmoney Payment and External Transfer Services below, allows you to make payments via the FHB Bill Payment Service.

“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).

“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.

“CheckImage Service,” described more fully in Section 10.B below, allows you to view and print online images of certain cleared checks.

“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.

“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.

“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.

### **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](http://www.fhb.com) and click on the “Enroll” 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, 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” at the top of the page and follow the sign up process provided. You must use the FHB Mobile Banking Center to opt-in for FHB Mobile Web, FHB Text Banking, and Alert Notifications via mobile. You will also be asked to agree 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” at the top of the page and follow the sign up process provided. You will also be asked to agree 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. Password and Security Procedures.**

If you are issued or create any password or other credentials to access the Service or the portion of the FHB Online Website through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the FHB Online Website or Service without your consent, you must inform us at once at the telephone number provided in Section 11 of the Terms and Conditions below. See also Section 11 of the Terms and Conditions below regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

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 additional layers of security including security questions and Out-of-Band authentication. You will be prompted to set up these security features during the enrollment process or by on-screen instructions. Security questions will require you to provide answers to five identifying questions. You may be prompted to correctly answer one of the 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 may be required to verify your identity using Out-of-Band when attempting to access your Accounts from a computer that you do not ordinarily use or when the activity being requested is deemed to be risky.

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 security information by following the on-screen instructions, and you should do so on a frequent but intermittent basis.

You agree not to give or make available your Password to any unauthorized individuals. You are responsible for all FHB Online transfers and payments initiated by anyone you provide your Password to or 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 other security information (collectively referred to as your FHB Online "credentials") to use the Online and Mobile Banking services.

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 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-Check<sup>SM</sup> 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 MaxiMizer<sup>SM</sup>, 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 FHB Mobile Banking or 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 delete the next scheduled transfer, or cancel all Recurring Transfers using FHB Online. You must transmit your request to delete or cancel transfers before 5:00 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. 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 subject to the limits in Section 7.B above, schedule single or recurring payments 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 subject to the limits in Section 7.B above, 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](http://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 Bill Payment, Popmoney Payment and External Transfer Services, 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 web browser 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. If you did not properly follow the terms of this Agreement or online instructions on how to make the Transfer.
6. If you did not give us complete, correct, and current instructions regarding the Transfer.
7. 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.
8. If we made a timely payment but the Biller did not promptly credit your payment after receipt.
9. If your Computer Equipment malfunctioned for any reason.
10. If the Transfer could not be completed because the FHB Online system was unavailable, as discussed in Sections 15.E and 15.F.
11. 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 web browser. You cannot use email or Messages to initiate transactions on your Account.

Customers who access FHB Online using a web browser 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 14 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 web browser as discussed and limited above or by other traditional means of contacting us, such as telephone, mail, or in person at a FHB branch.

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic

telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

## **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 8:00 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
Bill Payment or Popmoney 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
Bill Payment or Popmoney Payment accessed through Quicken or QuickBooks (includes Online Banking)	\$9.95/month	\$29.95/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.**

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

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](http://www.fhb.com), or by clicking on the links at the top of the page.

## **18. Privacy of Others.**

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

## **19. 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.

## **20. Amendment of this Agreement---Notices---Conflicts---Governing Law.**

- A. 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.
- B. 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. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer 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.

- C. 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, 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.
- D. 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.
- E. 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.

## **21. 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.

## **22. Termination - Closing Payment Account – Severability.**

In addition to the termination provision in Section 21, either you or we may terminate this Agreement at any time by giving notice of termination to the other party. Any payment(s) that have begun processing before termination will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

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 4 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 Section 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 Priority Rewards & Priority Destinations Business Credit Cardholders Only**

### **1. Introduction.**

This Amendment supplements, but does not replace, the Terms and Conditions for FHB Online (the “Agreement”) 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](http://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 the 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 to Terms and Conditions - Bill Payment, Popmoney Payment and External Transfer Services**

The following Amendment to Terms and Conditions (this “Agreement”) apply to the Bill Payment, Popmoney Payment and External Transfer Services (collectively, the “Service”), and are in addition to the terms and conditions applicable to the FHB Online Services.

## **GENERAL TERMS FOR BILL PAYMENT, POPMONEY PAYMENT AND EXTERNAL TRANSFER SERVICES**

### **1. Service Providers.**

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a “Definitions” Section at the end of the General Terms of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable.

## **2. Acceptable Use.**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 11 of the General Terms and Conditions above of any violations of the Terms and Conditions or the Agreement generally.

## **3. Information Authorization.**

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

## **4. Payment Methods and Amounts.**

There are limits on the amount of money (or, as applicable in some cases, gift card value) you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to

return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

## **5. Taxes.**

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction

## **6. Failed or Returned Payment Instructions.**

In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

1. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
2. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;
3. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
4. You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you; and
5. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

## **7. Termination.**

If either you or we terminate this Agreement, any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **8. Intellectual Property.**

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

## **9. Remedies.**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 9 of the Terms and Conditions are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

## **10. Indemnification.**

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

## **11. Release.**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service.

## **12. No Waiver.**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

### **13. Exclusions of Warranties.**

THE SITE AND 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 TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

### **14. Limitation of Liability.**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

### **15. Definitions.**

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

- A. “ACH Network” means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- B. “Affiliates” are companies related by common ownership or control.
- C. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- D. “Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or



other direct deposit account, credit card account, or debit card account, including any required routing information.

- E. “Payment Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- F. “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- G. “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

## **BILL PAYMENT SERVICE**

### **1. Description of Service.**

The term “Bill Payment Terms” means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the “Service”) enables you to receive, view, and pay bills from the FHB Online Website.

### **2. Payment Scheduling.**

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less 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 Eligible Transaction 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 Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

### **3. The Service Guarantee.**

Due to circumstances beyond the control of the 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 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 Section 2 of the Bill Payment Terms (Payment Scheduling).

### **4. Payment Authorization and Payment Remittance.**

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

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction 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 Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **5. 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 Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **6. Stop Payment Requests.**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The 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 customer care for the Service in the manner set forth in Section 2 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The 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 fee schedule.

## **7. Exception Payments Requests.**

Exception Payments may be scheduled through the Service; however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## 8. Bill Delivery and Presentment.

The 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 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 Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the 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 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 Service does not include an option to prevent ever 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. We are not a party 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. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- C. *Sharing Information with Billers.* You authorize us 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 we have identified as offering electronic bills for purposes of matching your identity on the Service's 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.* We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames 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. We may, at the request of the Biller, provide to the Biller your email 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 services and/or bill information.
- E. *Activation.* We will 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 us 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 us with such information, you authorize us to use the information to obtain your bill data.

- G. *Notification.* We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. 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 Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are 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. We 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. We 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 us harmless should the Biller fail to deliver your statement(s). You are 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.* We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **9. Disclosure of Account Information to Third Parties.**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in Section 3 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## **10. Service Fees and Additional Charges.**

You are responsible for paying all fees associated with your use of the Service. Applicable fees are disclosed in the FHB Online Services Terms and Conditions and will be disclosed in the user interface for, or elsewhere within, the Service or FHB Online Website. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may also be charges for additional transactions and other optional services. You agree to pay

such charges and authorize the Service to automatically deduct the appropriate amount from your Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 6 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit your Account for such fees, as described in this Section, and there are insufficient fees in your Account.

## **11. Biller Limitation.**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service 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 as set forth in Section 2 of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

## **12. Returned Payments.**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service 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. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

## **13. Information Authorization.**

In addition to Section 3 of the General Terms (Information Authorization), you agree that the Service 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).

## **14. Definitions.**

- A. "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.
- B. "Billing Account" is the checking account from which the Service fees will be automatically debited.
- C. "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.
- D. "Eligible Transaction Account" is as defined in Section 15 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.
- E. "Exception Payments" means 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).
- F. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- G. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

- H. “Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

## **POPMONEY PAYMENT SERVICE**

### **1. Description of Service.**

The term “Popmoney Terms” means these Popmoney Payments Service Additional Terms. “Popmoney” is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the “Service”) enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.Popmoney.com](http://www.Popmoney.com) (the “Popmoney Website”) and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

### **2. Payment Authorization and Payment Remittance.**

- A. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- B. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- C. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 13 of the Terms and conditions of FHB Online Services (In Case of Errors or Questions About Your electronic Transfers).
- D. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

- E. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  3. The payment is refused as described in Section 5 of the Popmoney Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- F. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### **3. Initiation of Payment Instructions.**

You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on

specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of the Popmoney Terms, below.

#### **4. Receiving Payments.**

If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.



## **5. Payment Cancellation, Stop Payment Requests and Refused Payments.**

Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

## **6. Mobile Phone Users.**

Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 69403. To stop receiving text messages on your mobile phone, text "STOP" to this number: 69403.

## **7. Service Fees and Additional Charges.**

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 6 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

## **8. Refused Payments.**

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under

this Agreement.

## **9. Returned Payments.**

In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

## **10. Definitions.**

- A. “Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- B. “External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- C. “Transfer Instruction” is a specific Payment Instruction (as defined in Section 15 of the General Terms) that you provide to the Service for a transfer of funds.

## **EXTERNAL TRANSFER SERVICE**

### **1. Description of Service, Authorization and Processing.**

- A. The term “Transfer Money Terms” means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the “Service”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- B. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- C. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- D. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

## **2. Transfer Methods and Amounts.**

Section 4 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

## **3. Transfer Cancellation Requests and Refused Transfers.**

You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

## **4. Stop Payment Requests.**

If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 9 of the Terms and Conditions. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

## **5. Service Fees and Additional Charges.**

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the FHB Online Services Terms and Conditions and in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated

with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 6 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 6 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

## **6. Refused Transfers.**

We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

## **7. Returned Transfers.**

In using the Service, you understand transfers may be returned for various reasons such as, but not limited to; the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

## **8. Definitions.**

- A. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- B. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- C. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- D. "Transfer Instruction" is a specific Payment Instruction (as defined in Section 15 of the General Terms) that you provide to the Service for a transfer of funds.

## **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 were 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 Program 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. 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. 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.