

## **PRIORITY DESTINATIONS WORLD ELITE BUSINESS PROGRAM AGREEMENT**

---

By requesting participation in the Priority Destinations® World Elite Business Program (“Program”), you agree to be bound by all the terms of this Priority Destinations World Elite Business Program Agreement (“Agreement”). In this Agreement, the words “Company,” “you,” or “your” mean the entity participating in this Program. The word “Card” means a Priority Destinations Business Card or account number, whether or not a plastic card is actually issued to the Company. The word “Employee” means the officers, members, managers, partners, owners, employees, agents, or representatives designated and authorized to use a Card assigned to the Company under this Agreement, whether the Card has the employee’s name, the name of an office or department designated by the Company, or the Company’s name. The words “we,” “us,” “our,” or “Bank” mean First Hawaiian Bank and other agents we use under the Program. Unless otherwise defined herein, capitalized terms shall have the meanings given in the Priority Destinations World Elite Business Credit Card Agreement governing your account (“Card Agreement”).

### **Program and Rewards Eligibility**

1. Participation in the Program is subject to this Agreement and the applicable Card Agreement. Any failure to comply with this Agreement or the Card Agreements, any fraud or misrepresentation of any information furnished to us or our affiliates by you, your Employees, or anyone acting on your behalf, may result in the termination of participation in the Program and/or forfeiture of your Priority Miles® earned under your Card account. Notwithstanding anything to the contrary in this Agreement, the terms of the applicable Card Agreement will control over any inconsistent term in this Agreement.
2. In order to earn or redeem Priority Miles under the Program, the Card account must be open and in good standing. An account is no longer in good standing if the minimum payment is not received by the due date, or the account is over-limit, subject to bankruptcy, involved in fraud, charged off, otherwise in default under the terms and conditions of your Card Agreement, or closed by you or us. Any credit on your Card account because of a return of goods or for any other reason will result in a corresponding deduction of Priority Miles. Determinations of what constitutes a closed Card account or Card account in good standing will be made in our sole discretion.
3. You are not eligible to redeem any available Priority Miles if your Card account in the Program is closed.

### **Termination or Changes to the Program**

4. We reserve the right to terminate the Program or to change the Program rules, benefits, or Priority Miles levels, in whole or in part, at any time with or without notice, even though changes may affect your ability to use accumulated Priority Miles. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change of this Agreement, you must immediately cease participation in the Program. The accumulated Priority Miles do not entitle you to any vested rights with respect to Priority Miles, credits, rewards, or benefits.

### **Accumulation of Priority Miles**

5. Priority Destinations Business cardholders earn two (2) Priority Miles for each one dollar (\$1.00) of eligible purchases of goods or services up to \$50,000 per anniversary year (12 month period beginning on the date of your first statement cycle) and thereafter, earn one (1) Priority Mile for every one dollar (\$1.00) spent on all other purchases. Priority Miles will be deducted for any returns or credits made on your Card Account.
6. The following types of transactions do not earn Priority Miles: cash advances, balance transfers, convenience checks, ATM withdrawals, PIN transactions, money transfers (including P2P payments),

quasi cash transactions (including purchases of traveler's checks, money orders, foreign currencies and crypto currencies), lease and loan payments, truck stop transactions, tax payments, gambling transactions, unauthorized or fraudulent charges, finance charges, and other card-related fees.

7. Priority Miles from the Priority Destinations Business Credit Cards are accumulated at the Company level. An unlimited number of Priority Miles may be earned per year.
8. Questions as to what constitutes a qualifying purchase, as well as any exception, are at our sole discretion. We reserve the right to verify and adjust Priority Miles at any time without notice.
9. Priority Miles are earned and available for redemption after qualifying transactions have been posted. Priority Miles balance and activity can be viewed in your FHB Online® Banking account or by calling the Redemption Center toll-free at **1-877-676-5171**. To view online, you must be enrolled in FHB Online Banking and your Card Account must be open and in good standing.

### **Expiration/Termination of Priority Miles**

10. Accrued Priority Miles are located in your rewards account ("Rewards Account"). Priority Miles accrued shall be maintained in the Rewards Account until they are redeemed or until they expire, whichever occurs first. Priority Miles accrued shall be subject to expiration on the last day of the twenty four (24) months after the last account activity in the Company's Rewards Account. Activity includes Card purchase transactions and redemptions. In cases where Priority Miles are for any reason removed from an account, such as for the redemption of rewards, and later returned, the return of the Priority Miles to the account shall not count as account activity.
11. Priority Miles have no cash value except as described in connection with the Program and may not be used to repay other obligations to us or anyone else.
12. If your Card account is closed for any reason, all unredeemed Priority Miles on your rewards account shall automatically expire and cannot be used or redeemed for any purpose.
13. Neither you, nor anyone claiming through you, are entitled to compensation from us or anyone else if Priority Miles are lost or terminated in any way.

### **Redemption of Priority Miles**

14. All rewards, cash purchases and related fees are non-refundable and cannot be changed unless permitted by the terms specific to that redemption. Please review the specific terms and conditions provided at the time of redemption.
15. Minimum Priority Mile amounts apply for all redemptions. The Redemption Schedule is available to you online at [fhb.com/businessdestinationsprogram](http://fhb.com/businessdestinationsprogram), your nearest branch, or by calling the Redemption Center at **1-877-676-5171**.
16. All redemptions must be made by the individual authorized by the Company at the time of enrollment ("Program Administrator") and only while the Card account is open and in good standing.
17. The Program Administrator may elect to transfer Priority Miles to other Program cardholders (also known as gifting). There is no fee for transferring Priority Miles. Transferred Priority Miles are set to the expiration date of the account receiving the Priority Miles. Transferring or receiving Priority Miles does not qualify as redemption or purchase activity. Transfer requests must be done over the phone by calling the Redemption Center toll-free at **1-877-676-5171**.
18. All Program redemptions can be completed in your FHB Online Banking account or by calling the Redemption Center toll-free at **1-877-676-5171**. To redeem or view online, you must be enrolled in FHB Online Banking and your Card Account must be open and in good standing.
19. For information related to your Card Account, contact First Hawaiian Bank at **(808) 844-4444** (Oahu) or **(888) 844-4444** (Toll-Free).

20. Individual merchants and service providers are responsible for the quality and performance of any goods or services each provides as a benefit under this Program. Any rules of the merchants relating to returns and exchanges apply. We are not affiliated with the providers of goods and services offered through the Program, and we are not responsible for the goods or services offered through the Program. Any disputes concerning rewards will not affect your payment obligation to us on your Card Account. We are not responsible for any disputes among cardholders, authorized users, merchants, or providers of the Program. Travel redemption services, travel bookings, and issuance of travel documentation are provided by the Program travel platform, Travel with Rewards powered by Expedia.

### **Travel and Activities**

21. You may redeem your Priority Miles for flights, hotels, car rentals, and activities offered through the Travel with Rewards platform powered by Expedia. Travel bookings are subject to availability. Exclusions and limitations apply.
22. You may access the Travel with Rewards website from your enrolled Card Account in FHB Online Banking to book travel. During checkout, you may elect to pay with your available Priority Miles, your Card Account, or a combination of both.
23. All bookings are subject to the Travel with Rewards Terms of Service, available on the Travel with Rewards website. Additional terms and conditions provided by other travel providers such as an airline's conditions of carriage, a property's terms and conditions, or a car rental company's rental agreement will also apply to any bookings.
24. Priority Miles will be deducted at the time of booking and are considered fully redeemed when booking is confirmed and an Expedia itinerary number is issued. All bookings will be sent a confirmation email with the itinerary number and all applicable terms and conditions to the email address provided at time of booking. Flight bookings will also receive an eTicket number and record locator to manage your flight directly with the airline.
25. Should your booking be eligible for refund per the terms of the travel provider, your Priority Miles will be returned to your Rewards Account within seven (7) calendar days.
26. No shows for travel and activity bookings will result in a total forfeiture of any payments made and Priority Miles used by you in connection with the reservation, without credit due.
27. Tickets or other travel rewards may be issued in any designated individual's name, but must be redeemed by the Program Administrator.
28. First Hawaiian Bank is not responsible for communication of flight schedule changes. You are responsible for checking the scheduled departure time of your flight before travel.

### **Redemption using Mastercard Pay with Rewards™**

29. Your Card Account is eligible to use Mastercard Pay with Rewards™ to redeem Priority Miles as a statement credit for qualifying purchase transactions at authorized merchants.
30. Mastercard, at their sole discretion, will determine transaction eligibility and authorized merchant designation without further notice to you. Purchase transactions must be processed in-person, online, or as a recurring payment by the Mastercard payment network to be eligible for Pay with Rewards™. Purchase transactions requiring pre-authorization such as hotels, car and truck rental agencies, gas stations, and cruise ships are not eligible for Pay with Rewards™.
31. You can manage your Pay with Rewards™ redemption setting in the Pay with Rewards™ mobile app, in FHB Online Banking account, or by calling the Redemption Center toll-free at **1-877-676-5171**.
32. When Pay with Rewards™ is enabled, you will be issued a statement credit in the amount of your single next qualifying purchase as long as your available Priority Miles balance is sufficient and the transaction meets the Program minimum. If you do not have enough Priority Miles to cover the entire transaction amount, a partial statement credit will be applied in whole dollars.

33. You may redeem Priority Miles on past purchases processed within the previous 90 days and review transaction eligibility exclusively in the Pay with Rewards™ mobile app.
34. Statement credits will be applied to the Card Account used to make the eligible purchases and will appear approximately seven (7) calendar days after redemption.
35. First Hawaiian Bank will not reverse accidental or willful redemptions.

#### **Cash Rewards**

36. Checks issued upon request by the Program Administrator will be made payable to the Company and mailed within fourteen (14) days of request. Checks shall be delivered to the Company address by uninsured first class mail. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, or otherwise destroyed checks.
37. Cash reward statement credits, including Pay with Rewards™ redemptions, will appear on your Card Account approximately seven (7) calendar days after redemption.

#### **Prepaid Cards**

38. Priority Miles may be redeemed for prepaid cards only in amounts set forth in the Program. Prepaid cards may be used at most places that accept Mastercard worldwide. They are non-reloadable and cannot be used at an ATM or bank for cash.
39. Bank is not the issuer of the prepaid cards. Separate terms and conditions, including fees, apply. Please see the cardholder agreement that comes with the prepaid card for more information. Prepaid cards cannot be returned.
40. Prepaid cards ship approximately 2-3 weeks after redemption and are delivered by uninsured first-class mail. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, or otherwise destroyed cards.

#### **Gift Cards**

41. Bank is not affiliated with any of the listed merchants and the listed merchants are not sponsors of this Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants.
42. Gift cards may be applied toward the cost of any eligible merchandise and merchant services at participating vendors only, through the expiration date, if any, except where prohibited by law. If your purchase exceeds the value remaining on the gift card, you must pay for the excess at the time of purchase. You agree to settle all disputes about purchases you make using your gift card with the merchant. Gift cards cannot be resold and are non-refundable.
43. Applicable fees may vary by individual merchant. Please see the merchant's website for additional terms and conditions, which are subject to change.
44. Physical gift cards are shipped via standard U.S. mail to the mailing address associated with your Card Account. Virtual gift cards are emailed to the email address associated with your Card Account. To update the contact information on your Card Account, contact First Hawaiian Bank at **(808) 844-4444** (Oahu) or **(888) 844-4444** (Toll-Free).
45. Gift cards will not be replaced if lost, stolen, or destroyed, unless the merchant allows such replacement. Please see the merchant's website for specific terms and conditions related to lost or stolen gift cards.

#### **Mastercard Benefits**

46. Additional cardholder benefits are available to you as described in your applicable Mastercard® Guide to Benefits for Credit Cardholders and is available at **fhb.com/GTB**.
47. Accessing some of these benefits may involve charges to your account. You are responsible for all such charges, even if your account has been closed for any reason.

### **Miscellaneous**

48. Rewards accounts may not be combined with other rewards accounts. Priority Miles may not be combined with any other type of promotion, frequency rewards program, or certificate(s).
49. Accumulated Priority Miles do not constitute your property and cannot be bought, sold or transferred in any way (including by reason of death, as a part of a domestic relations matter, or otherwise by operation of law) unless specified herein or otherwise provided by us. Any violation of the foregoing restriction may subject the Card account to termination, deduction of Priority Miles from his or her Card account, and/or liability for damages and litigation and transaction costs.
50. Please consult your tax advisor concerning any income or other tax consequences that may be related to the Program. Liability for any applicable federal, state, or local tax arising out of the accumulation or redemption of Priority Miles shall be your sole responsibility.
51. The Program is void where prohibited by federal, state, or local law.
52. Neither our failure to exercise any of our rights under this Agreement, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under this Agreement on one occasion, such waiver shall not operate as a waiver to any other occasion.

### **Limitation of Liability**

53. Neither we nor any of our agents connected to the Program shall be liable for any bodily harm and/or property damage that may result from your participation in the Program, redemption of Priority Miles, or for the performance by any airline for transportation services or any other type of goods or services whatsoever provided or to be provided through the Program. We do not endorse, guarantee, or warrant the goods and services offered by any airline, cruise provider, lodging establishment, or any other travel vendor, retailer, or other type of service or product supplier participating in the Program. To the fullest extent permitted by law, we specifically disclaim any representations or warranties, express or implied, regarding the Program, Priority Miles, travel rewards, and any products or services, including any **WARRANTY OF MERCHANTABILITY** or **FITNESS FOR A PARTICULAR PURPOSE** or implied warranties arising from course of dealing or course of performance.