

## PRIORITY UNLIMITED PROGRAM AGREEMENT

Welcome to the First Hawaiian Bank Priority Unlimited Program (the “Program”). The Priority Unlimited Program Agreement describes how the Program works and is an agreement between you and First Hawaiian Bank. You agree that use of your Card Account or any features of the Program indicates your acceptance of the terms of the Priority Unlimited Program Agreement. In this document you will find the following terms:

- “Card” means any credit card or account number used to access your Card Account.
- “Card Account” means the credit card account that is linked to the Program.
- “Card Agreement” means the Priority Unlimited Credit Card Agreement.
- “Priority Unlimited Program Agreement” means this document.
- “Qualifying Account” means any First Hawaiian Bank personal deposit account, mortgage, home equity loan, home equity line of credit, or a Private Banking relationship, of which you are an owner or joint owner. Owner does not include agents, beneficiaries, custodians, guardians, personal representatives, guarantors, and other types of non-owners.
- Cash Back is rewards you earn which are based on a percentage of the dollar amount of your eligible purchase.
- “You” or “your” mean each person who is a cardholder, which includes any other person who is a joint cardholder on the Card Account.
- “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 meaning given in the Card Agreement.

### Program and Rewards Eligibility

1. You must be a cardholder or joint cardholder to participate in the Program.
2. Membership in the Program is subject to Priority Unlimited Program Agreement and the Card Agreement. Any failure to comply with Priority Unlimited Program Agreement or the Card Agreement, as well as any fraud or

misrepresentation of any information furnished to us or our affiliates by you, or anyone acting on your behalf, may result in the termination of your membership in the Program and/or forfeiture of the Cash Back earned under your Card Account. Notwithstanding anything to the contrary in the Priority Unlimited Program Agreement, the terms of the applicable Card Agreement will control over any inconsistent term in the Priority Unlimited Program Agreement.

3. Authorized Users cannot apply or request membership in the Program and are not considered joint cardholders.
4. In order to earn Cash Back, your Card Account must be open and in good standing. Any credit on your Card Account because of a return of goods or for any other reason will result in a corresponding deduction of Cash Back. We, in our sole discretion, will determine what constitutes a closed Card Account or a Card Account in good standing.
5. Cash Back may only be redeemed while your Card Account is open and in good standing.

### Accumulation of Cash Back

6. You will earn Cash Back on all purchases made with your Card minus returns, refunds, other credits to the Card Account, and purchases made through the Mastercard® Pay with Rewards™ program; subject to the exclusions listed below (i.e., net qualifying purchases).
7. Cash Back will accumulate in your Rewards Account as eligible transactions post to your Card Account. Purchases made through Mastercard’s “Pay with Rewards,” explained *infra*, are not eligible for rewards.
8. The amount of Cash Back earned will be determined as follows:
  - 2.0% of the dollar amount of net qualifying purchases if you have a Qualifying Account open on the date that the transaction posts to your Card Account.

OR

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- 1.5% of the dollar amount of net qualifying purchases if you do not have a Qualifying Account open on the date that the transaction posts to your Card Account.
9. The following types of transactions do not earn Cash Back: cash advances, balance transfers, convenience check advances, ATM withdrawals, PIN transactions, money transfers (including P2P payments), quasi cash transactions (including purchases of traveler's checks, money orders, foreign currencies and cryptocurrencies, wire transfer money orders), lease and loan payments, truck stop transactions, tax payments, gambling transactions, unauthorized or fraudulent charges, finance charges, other Card-related fees, and purchases using Mastercard's Pay with Rewards, at participating third-party merchants or service providers, described below.
  10. The exclusion of certain transactions from earning Cash Back is determined by the merchant's Merchant Category Code (MCC). We do not control how MCCs are assigned to merchants. There may be times when a transaction is ineligible based on MCC even though the merchant or some of its merchandise does not appear to fit in an excluded category.
  11. First Hawaiian Bank reserves the right to offer limited time promotions providing Cash Back at a higher level and to determine which purchases qualify to receive additional Cash Back.
  12. 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 Cash Back at any time without notice.
  13. Cash Back will be expressed on your monthly statement as a 1.5% Cash Back rate, plus an additional 0.5% Cash Back bonus when you have an open Qualifying Account on the date that the transaction posts to your Card Account. These figures are provided for informational purposes only and may not

show the actual Cash Back that will be available to you for redemption. For example, a credit for a returned purchase posted to your Card Account will reduce your Cash Back balance.

### **Redemption of Cash Back**

14. Cash Back is earned and posted to your Rewards Account at a reasonable time after qualifying transactions have been posted to your Card Account.
15. Cash Back is earned and available for redemption after qualifying transactions have been posted. Cash Backs balance and activity can be viewed in your FHB Online® Banking account or by calling the Redemption Center toll-free at 1-833-251-6394. You may receive a monthly statement, via email, mail, showing your Cash Back.
16. Cash Back is available for redemption as soon as they appear on your monthly statement
17. Either you, as the cardholder, or any authorized person who has access to your Mastercard Pay with Rewards™ Account may request to view, redeem, and/or transfer Cash Back.
18. We have no liability for fulfilling Cash Back requests in good faith in response to any person claiming authority on your behalf.
19. Once we issue Cash Back, if any transaction contributing to the value of Cash Back is refunded or credited, or otherwise rescinded, we may, at our discretion, reverse a statement credit to your Card Account, and/ or withhold subsequent Cash Back, or collect any amount you owe, in any appropriate manner. This includes, but is not limited to, the posting of an equivalent dollar debit in the form of a Cash Advance transaction to your Card Account.
20. Cash Back may only be redeemed while your Card Account is open and in good standing.
21. If your Card Account loses charging privileges but regains them before the point of an account closure, your Cash Back will be available for redemption once the charging privileges are reinstated.

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### On-Demand Redemption

22. You can redeem Cash Back in U.S. Dollars at any time.
23. If you choose to redeem your Cash Back on-demand, you will have to enter the amount of cash you wish to redeem. The minimum redemption amount is \$25.00. This amount will post to your Card Account as a statement credit within ten (10) days.
24. Cash Back redemptions will be deducted from the Cash Back balance on the date you request the redemption.
25. Credit balances created by redemption of Cash Back will be applied against future account activity or, upon request, will be distributed to you. Checks issued upon request by you or a joint cardholder of the Card Account, will be made payable to both the primary cardholder (identified as the applicant on the application) and the secondary cardholder, and mailed within fourteen (14) days of request. Checks shall be delivered to the billing address by uninsured first-class mail. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, or otherwise destroyed checks.

### Automatic Monthly Redemption

26. To utilize the automatic monthly redemption feature, you must enable the "Auto Redeem" setting online at your Mastercard Pay with Rewards™ account which you can access through FHB Online® Banking account or by calling the Redemption Center toll-free at **1-833-251-6394**.
27. By selecting the Auto Redeem option you will begin to receive automatic monthly redemptions as a statement credit on your Card Account.
28. The automatic redemption will occur on the first day of each month but is based on the Cash Back balance as of the prior month's end.
29. When your Cash Back balance exceeds the \$25.00 minimum required, we'll redeem your entire available Cash Back balance as a

statement credit on your Card Account within ten (10) days.

30. You can turn off the Auto Redeem feature at any time by adjusting your Auto Redeem settings at your Mastercard Pay with Rewards account which you can access through FHB Online® Banking account or by calling the Redemption Center toll-free at **1-833-251-6394**.
31. If you turn off automatic Cash Back redemptions, you will need to request any future Cash Back redemptions.

### Mastercard Pay with Rewards™

32. Mastercard Pay with Rewards allows you to redeem Cash Back for statement credits when you make eligible purchases with your Card, up to the amount of eligible purchases. The minimum redemption amount is \$25.00.
33. Pay with Rewards redemptions can be enabled through the Mastercard Pay with Rewards mobile app or at your Mastercard Pay with Rewards account which you can access through FHB Online® Banking account or by calling the Redemption Center toll-free at **1-833-251-6394**. The Mastercard Pay with Rewards app is available on Android™ and iOS.
34. Mastercard Pay with Rewards can be used for most Mastercard credit purchases at most merchants. This applies to in-person, online, and recurring payments. Merchants within certain Merchant Categories are excluded: Betting, including Lottery Gaming and Wagers, Automated and Manual Cash Disbursements at Financial Institutions, (i.e., Cash Advances); Money Transfers; Non-Financial Institutions Foreign Currency Orders Money Orders and Travelers Cheques; Tax Payments; Truck Stop Transactions; Hotels and Motel Lodging; Car and Truck Rental Agencies; Gas Stations; Cruise Ships and other merchants or transactions requiring pre-authorization, as Mastercard may designate from time to time, without further notice to you. Eligibility is determined by the merchant's Merchant Category Code (MCC). First Hawaiian Bank does not control how MCCs are assigned.

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Some purchases may not be eligible based on MCC though the merchant or some of its merchandise does not appear to fit in one of the above-mentioned categories.

35. Purchases made through Mastercard Pay with Rewards are not eligible for redemption if the transaction is not processed by the Mastercard payment network.
36. First Hawaiian Bank is not affiliated with any merchants, nor is any merchant a sponsor of the Priority Unlimited Program. By using Mastercard Pay with Rewards, you agree to be solely responsible for the redemptions made using the mobile app or website. First Hawaiian Bank will not be responsible for reversing accidental or willful redemptions. Eligible purchases made within one (1) billing cycle or up to forty-five (45) days are eligible to be redeemed. Allow up to 45 days after your redemption has been completed to receive statement credits. Statement credits will be applied to the primary account (as determined by Mastercard records) linked to the Card Account used to make the eligible purchases.
37. First Hawaiian Bank reserves the right to determine which purchases are eligible for Pay with Rewards and may modify the list of excluded MCC categories at any time.
38. Card Account must be open and in good standing at the time the statement credits are applied.

### **Expiration/Termination of Cash Back**

39. Cash Back accrued shall be maintained in your Rewards Account until they are redeemed or until they expire, whichever occurs first.
40. If your Card Account is closed for any reason, all unredeemed Cash Back shall automatically expire and cannot be used or redeemed for any purpose.
41. Cash Back is subject to expiration on the last day of the twenty-fourth (24) month after the last account activity on the Card or in the Rewards Account. Activity includes Card purchases transactions and Cash Back redemption. In cases where Cash Back

removed from an account for any reason—such as for the redemption of rewards—and later returned, the return of the Cash Back to the account shall not count as account activity.

42. Neither you, nor anyone claiming through you, are entitled to compensation from us or anyone else if Cash Back is lost or terminated in any way.
43. If the Card Account is closed in connection with a death or incapacity of the Card Account owner, accumulated Cash Back does not constitute your property and cannot be bought, sold, or transferred in any way. This provision does not apply to jointly held accounts where there is at least one surviving owner of an account.

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

44. We reserve the right to terminate the Program or to change the Program rules, including without limitation rules concerning Qualifying Accounts, Cash Back earn rates, and options for redemption of Cash Back, in whole or in part, at any time with or without notice, even though changes may affect your accumulated Cash Back. 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 to the Priority Unlimited Program Agreement, you must immediately cease participation in the Program.
45. This version of the Priority Unlimited Program Agreement takes the place of any earlier versions.
46. The accumulated Cash Back does not entitle you to any vested rights with respect to Cash Back, credits, or benefits.
47. We will attempt to give advance notice to you before terminating or making changes to the Program unless immediate changes are required by law or by other circumstances beyond our control.

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### Disputes Regarding Rewards

48. Discrepancies about Cash Back is not considered Card Account billing errors under 12 CFR Part 1026. Please refer to your Card Account Agreement or the back of your Card Account periodic statement for details about billing disputes related to your Card Account.
49. Disputes about Cash Back should be submitted in writing, along with any supporting documentation, to:
- BankCard Center  
P.O. Box 1959  
Honolulu, Hawaii 96805-1959
50. All decisions regarding Cash Back disputes shall be final.

### Miscellaneous

51. The Rewards Account may not be combined with other Rewards Accounts. Cash Back may not be combined with any other type of promotion, frequency rewards program, or certificate(s).
52. Accumulated Cash Back 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). Any violation of the foregoing restriction may subject the Card Account to termination, deduction of Cash Back from the Card/Rewards Account, and/or liability for damages and litigation and transaction costs.
53. You may not assign, transfer, or pledge your Cash Back.
54. 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 Cash Back shall be your sole responsibility.
55. The Program is void where prohibited by federal, state, or local law.
56. Neither our failure to exercise any of our rights under the Priority Unlimited Program 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 the Priority Unlimited Program Agreement on one occasion, such waiver shall not operate as a waiver to any other occasion.
57. The Program and the Priority Unlimited Program Agreement is governed by and construed in accordance with the laws of the state of Hawaii.

Android is a trademark of Google LLC.  
IOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.