

CASH REWARDS PROGRAM AGREEMENT FOR CASH REWARDS CREDIT CARDS

By requesting participation in the Cash Rewards Program ("Program"), you agree to be bound by all the terms of this Cash Rewards Program Agreement ("Agreement"). In this Agreement, the words "you" or "your" mean everyone who applied for or requested membership in the Program as well as any other person who is a joint cardholder on a Cash Rewards Credit Card Account ("Card Account") used under the Program. 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 Cash Rewards Credit Card Agreement governing your account ("Card Agreement").

Program and Reward Eligibility

1. You must be a personal credit card account holder to participate in the Program.
2. Membership in the Program is subject to this Agreement and the applicable Card Agreement. Any failure to comply with this Agreement and the Card Agreement or 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 membership in the Program and/or forfeiture of your Cash Rewards 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.
3. In order to earn Cash Rewards under the Program, your Card Account must be open and in good standing. This means that if a Card Account is closed on the statement date, you will not earn any Cash Rewards on that Account even if you made Purchases during the month with your Card. 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 Rewards. Determinations of what constitutes a closed Card Account or Card Account in good standing will be made by us in our sole discretion.

Accumulation of Cash Rewards

4. Cash Rewards are earned as follows:

3% cash back on gas purchases
2% cash back on grocery purchases
1% cash back on all other qualifying purchases

Purchases must be submitted by eligible merchants to qualify for additional Cash Rewards beyond 1% cash back. Eligibility is determined by the merchant's Merchant Category Code (MCC). We will determine which MCCs fit in special Cash Rewards categories; however, we do not control how MCCs are assigned to merchants. There may be times when a merchant is ineligible based on its MCC even though the merchant or some of its merchandise appears to fit in a special purchase category. First Hawaiian Bank reserves the right to determine which purchases qualify to receive additional Cash Rewards.

5. Cash equivalents (such as the purchase of traveler's checks or cashier's checks), unauthorized or fraudulent charges, and Card related fees do not earn Cash Rewards. ATM withdrawals, PIN transactions, and Cash Advances do not earn Cash Rewards. Cash Rewards will be deducted for any returns or credits made on your Card Account. We may give you notice that limited time promotions are offered providing for Cash Rewards at a level higher than 1% of Purchases, subject to all of the other terms of this Agreement.
6. Questions as to what constitutes a qualifying Purchase, as well as any exceptions, are at our sole discretion. We reserve the right to verify and adjust Cash Rewards at any time without notice. We reserve the right to disqualify cardholders who have violated this Agreement.
7. Cash Rewards cannot be earned until the Card Account has been established and a Card Account number has been assigned. Cash Rewards Program Agreement

Rewards will be earned beginning with the statement period in which you join the Program. No retroactive Cash Rewards will be given.

Cash Rewards Distribution

8. Cash Rewards are distributed monthly in the form of a statement credit and will show on your monthly Cash Rewards Credit Card billing statement as "Cash Rewards" while your Card Account is open and in good standing.
9. Credit balances created by posting of Cash Rewards will be applied against future account activity or upon request will be distributed to you.

Expiration/Termination of Cash Rewards

10. If your Card Account is closed for any reason, any outstanding Cash Rewards that have not yet posted on your Card Account shall be forfeited.

Termination or Changes to the Program

11. We reserve the right to terminate the Program or to change the Program rules, benefits, or Cash Rewards levels, in whole or in part, at any time with or without prior notice, even though changes may affect your accumulated Cash Rewards. 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 Cash Rewards do not entitle you to any vested rights with respect to Cash Rewards, credits, or benefits. 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.

Miscellaneous

12. Accumulated Cash Rewards do not constitute your property and cannot be bought or sold in any way (including by reason of death, as a part of a domestic relations matter, or otherwise by operation of law). Any person violating the foregoing restriction is subject to termination of the Card Account(s), deduction of Cash Rewards from the Card Account, and/or liability for damages and litigation and transaction costs.
13. You may not assign, transfer or pledge your Cash Rewards.
14. 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 distribution of Cash Rewards shall be your sole responsibility.
15. For information related to your Card Account or updates to the Cash Rewards Program, call BankCard Customer Service at 847-4444 or 1-800-342-2778.
16. The Program is void where prohibited by federal, state, or local law.