

## PRIORITY REWARDS BUSINESS PROGRAM AGREEMENT

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By requesting participation in the Priority Rewards<sup>SM</sup> Program ("Program"), you agree to be bound by all the terms of this Priority Rewards Program Agreement ("Agreement"). In this Agreement, the words "Company", "you" or "your" mean the entity participating in this Program, which in the case of non-roll-up rewards accounts would include individuals. The word "Card" means a Priority Rewards Business Credit 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, 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 Rewards Business Credit Card Agreement ("Card Agreement") governing your Card account.

### 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, 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 CashPoints<sup>SM</sup> earned under your Card account. Notwithstanding anything to the contrary in this Agreement, the terms of the Card Agreement will control over any inconsistent term in this Agreement.
2. In order to earn or redeem CashPoints 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 CashPoints. 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 CashPoints 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 CashPoint levels, in whole or in part, at any time with or without notice, even though changes may affect your ability to use accumulated CashPoints. 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 CashPoints do not entitle you to any vested rights with respect to CashPoints, credits, rewards, or benefits.

### Accumulation of CashPoints

5. Priority Rewards Business Credit cardholders earn one (1) CashPoint for each one (1) dollar of eligible purchases. Cash advances, ATM withdrawals, PIN transactions, cash equivalents (such as the purchase of traveler's checks or cashier's checks), convenience checks, balance transfers from other accounts, finance charges, unauthorized or fraudulent charges, and Card related fees do not earn CashPoints. CashPoints will be deducted for any returns or credits made on the Card account.
6. 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 CashPoints at any time without notice.
7. CashPoints from the Cards may be rewarded to the individual employee or accumulated to a Company total. Company will determine who will receive CashPoints at the time of enrollment. An unlimited number of CashPoints may be earned per year.
8. CashPoints are earned and available for redemption a reasonable time after qualifying transactions have been posted. CashPoint balances and activity can be viewed online at [www.fhbrewards.com](http://www.fhbrewards.com) or by calling the Redemption Center at 1-800-868-2856. The information will be listed on the individual employee's online rewards account for individually awarded CashPoints or on the consolidated Company online rewards account for combined CashPoints.

### **Expiration/Termination of CashPoints**

9. CashPoints accrued shall be maintained in the applicable rewards account(s) until they are redeemed or until they expire, whichever occurs first. CashPoints accrued shall be subject to expiration on the last day of the twenty four (24) months after the last account activity in the rewards account. Activity includes Card purchase transactions and redemptions. In cases where CashPoints are for any reason removed from an account, such as for the redemption of rewards, and later returned, the return of the CashPoints to the account shall not count as account activity. CashPoints 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.
10. If your Card account is closed for any reason, all unredeemed CashPoints on your Card account shall automatically expire and cannot be used or redeemed for any purpose.
11. Neither you, nor anyone claiming through you, are entitled to compensation from us or anyone else if CashPoints are lost or terminated in any way.

### **Redemption of CashPoints**

12. All rewards, cash purchases and related fees are non-refundable and cannot be changed unless permitted by the terms specific to that redemption and/or purchase. Please review the specific terms and conditions provided at the time of redemption and/or purchase.
13. Minimum CashPoint amounts apply for all rewards. See the Redemption Schedule or Priority Rewards website for details on minimum CashPoints required.
14. The Redemption Schedule is available to you online at [www.fhb.com](http://www.fhb.com), your nearest branch, or by calling the Redemption Center at 1-800-868-2856, and it shows the CashPoints required for different types of rewards.
15. CashPoints in your rewards account may only be redeemed while your Card account is open and in good standing.
16. You may elect to transfer CashPoints to other Program cardholders (also known as gifting). There is no fee for transferring points. Transferred CashPoints are set to the expiration date of the account receiving the CashPoints. Transferring CashPoints does not qualify as redemption or purchase activity.
17. All Program redemptions, transferring of CashPoints and travel-related inquiries must be done by calling the toll-free number 1-800-868-2856, or online at [www.fhbrewards.com](http://www.fhbrewards.com). Hours of operation for the toll-free number are Monday-Friday 7:00 a.m. to 7:00 p.m. HST, and Saturday and Sunday 8:00 a.m. to 6:00 p.m. HST. For information related to your Card account call BankCard Customer Service at 808-847-4444 or 1-800-342-2778.
18. 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, Employees, authorized users, merchants or providers of the Program. Travel redemption services, travel reservations, and issuance of travel documentation are provided by the Program travel agency and not by First Hawaiian Bank.

### **Travel and Activities**

19. You may redeem your CashPoints for airline tickets, tours, cruises, hotel accommodations, car rentals, activities, and applicable taxes and additional charges up to your available CashPoint balance. If your available CashPoint balance is not sufficient to pay for the requested reward, you may elect to pay the difference and have this amount charged to your Card account. CashPoints are considered fully redeemed when an airline ticket or other travel reward is emailed or mailed to you.
20. All travel and activity rewards are subject to availability.
21. A non-refundable \$10 travel agency fee is charged for each airline ticket redeemed with CashPoints. Each cash only airline ticket booking is subject to a \$30 non-refundable agency fee.
22. All tours must be booked at least 30 days prior to the departure date. For reservations made 29 days or less prior to departure, the travel agency will charge a \$25 special handling fee. Once a booking has been made, each change made 30 days or more prior to departure will incur a \$15 fee, and \$25 for each change made 29 days or less prior to departure. Changes are also subject to change fees imposed by the tour provider.
23. There are no travel agency fees for non-airline bookings.
24. You will be notified at the time of booking when these travel agency fees apply.

25. If you choose to make an eligible change through the travel agency, changes are subject to a non-refundable travel agency fee of \$30 for each airline ticket or itinerary. You must also pay any differences in rates, fares and any change fees required by the provider. You will be notified of these additional charges at the time of the change request.
26. No shows for travel and activity bookings will result in a total forfeiture of any payments made and CashPoints used by you in connection with the reservation, without credit due.
27. All tickets will be issued as electronic tickets emailed to you, unless electronic tickets are not available due to airline restrictions. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, not received or otherwise destroyed tickets.
28. Tickets or other travel rewards may be issued in any designated individual's name, but must be redeemed by the authorized company officer or the individual cardholder (Company to determine upon Program enrollment).
29. We and the travel agency are not responsible for communication of flight schedule changes. Please confirm the scheduled departure time at least 48 hours prior to departure for domestic flights and at least 72 hours prior for international flights.
30. Travelers are responsible for any documentation, identification, check-in and minimum age requirements. Please contact the carrier or other provider for details on these requirements.
31. Other fees and costs you are responsible for may include, without limitation, baggage fees, airline meals, resort fees, hotel energy surcharges, charges for incidentals, optional rental car services and any applicable local taxes or other airline departure/arrival charges not otherwise covered by the ticket taxes.

### **Cash Rewards**

32. Checks issued upon request by you will be made payable to the cardholder, or to the Company if enrolled in company roll-up, 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.
33. Cash reward statement credits are only available to companies that do not roll-up CashPoints to the Company level. When allowed, statement credits will appear approximately seven (7) days after redemption. Statement credits are only available for Programs linked to a MasterCard credit card.

### **Prepaid Cards**

34. CashPoints 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.
35. 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.
36. 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, Gift Certificates, E-Certificates and Merchandise**

37. 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.
38. Gift cards/certificates/e-certificates 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/certificate/e-certificate, 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/certificate/e-certificate with the merchant. Gift cards/certificates/e-certificates cannot be resold and are non-refundable.
39. Applicable fees may vary by individual merchant. Please see the merchant's website for additional terms and conditions, which are subject to change.
40. Gift cards and certificates with values less than \$250 are shipped via standard U.S. mail. Gift cards and certificates with values of \$250 or greater are shipped via UPS. E-certificates are emailed to the address specified at the time of redemption. Gift cards/certificates/e-certificates will not be replaced if lost or stolen

unless the merchant allows such replacement. Please see the merchant's website for specific terms and conditions related to lost or stolen gift cards and certificates.

41. Merchandise that is in stock will ship within approximately 7 business days after the redemption date. Some items may not ship to all locations. Out of stock and larger items may take longer to ship. If an item is out of stock you will be notified by phone within approximately 7 business days following the redemption. If you do not want to wait for out of stock items to ship, you have the option of canceling the redemption by notifying the Redemption Center agent at the time you are informed of the delay.
42. Merchandise shipped outside of the 50 United States (for example, to Guam and Saipan) will incur additional shipping and handling charges. You will be notified by phone of these additional charges within approximately 7 business days following the redemption. If you do not wish to pay the additional shipping charges you have the option of canceling the redemption by notifying the Redemption Center agent at the time you are informed of the additional shipping charges.

### **Miscellaneous**

43. Rewards accounts may not be combined with other rewards accounts. CashPoints may not be combined with any other type of promotion, frequency rewards program, or certificate(s).
44. Accumulated CashPoints 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 CashPoints from his or her Card account, and/or liability for damages and litigation and transaction costs.
45. 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 CashPoints shall be your sole responsibility.
46. The Program is void where prohibited by federal, state, or local law.
47. 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**

48. 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 CashPoints, 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, CashPoints, 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.