

FHB Online - Alexa Skill Terms & Conditions

In these Alexa Skill Terms & Conditions (these “Terms”) the words “you” and “your” mean the person or entity accessing the First Hawaiian Bank skill for Amazon Alexa (“Alexa”) on any Alexa-enabled device (the “Skill”), and the words “we”, “us”, “our,” and “FHB” mean First Hawaiian Bank together with its parents and subsidiaries.

Carefully read these Terms, the FHB Privacy Policy, and the Terms and Conditions of FHB Online Services (collectively, this “Agreement”). By clicking “Accept and Continue” below, or by using or accessing the Skill, or permitting any other person or entity to use or access the Skill, you agree to be bound by these Terms.

1. *Description of Service.* The Skill allows you to use your Alexa-enabled device (“Alexa Device”), such as an Amazon Echo to communicate with FHB, by voice commands, regarding your FHB deposit account or loan account (individually, an “Account” and collectively, “Accounts”).
2. *Eligibility.* To access the Skill, you must: (1) be enrolled in FHB Online; (2) have an Alexa Device; and (3) an Amazon account.
3. *Communication, Privacy and Security.* The use of the Skill is voluntary. The Skill uses the public internet, third-party networks, and inside wiring in your premises to communicate, by voice with us regarding your Accounts. To use the Skill, you must speak commands and questions aloud to Alexa, and you will receive responses aloud. Your communication with FHB using the Skill constitutes an authorized communication by you. Once you set up your Alexa Device with the Skill, you are authorizing FHB to provide information to Alexa Device based on the Alexa Device security settings. For example, the settings on your Alexa Device may allow Alexa Device to retrieve information about your Accounts based on only verbal requests from anyone who uses your Alexa Device, or to save information about your Accounts for easier access. By enabling the Skill on your Alexa Device, you are responsible for how the Skill is used (including any communication between FHB and your Alexa Device). You are solely responsible for all communications with FHB using the Skill. For example, it is possible that someone other than you could interact with FHB using the Skill, or that someone could overhear you interacting with FHB using the Skill and learn information about your Accounts. It is also possible that Alexa, the Alexa Device and/or Amazon will record your interactions with the Skill or Alexa. Consult your agreements with Amazon to learn more about how Amazon and your Alexa Device treat those interactions.
4. *Release of Your Information to Amazon.* Your interactions with FHB using the Skill are subject to the FHB Privacy Policy. By installing the Skill, you are authorizing FHB to perform the actions and share with Amazon the information communicated to FHB, or requested from FHB. We will send that information through Amazon, which will then go through the internet. For example, if you request that Alexa tell you your balance on your FHB Account, you authorize FHB to release that information to Amazon.
5. *Accuracy.* FHB did not design or manufacture Alexa or your Alexa Device and FHB did not design or has no control over the other software that runs the Alexa Device (e.g., Alexa and other third-party applications). Alexa could malfunction. Alexa may not hear you correctly and may incorrectly translate what you say, or even say something to you different than what you asked it to say. By accepting these Terms, you understand and agree that FHB is not responsible for inaccuracies in your interactions with FHB using the Skill. If you have any issues or doubts about the accuracy of your interactions with FHB using the Skill, you can still obtain your Account information on FHB Online or FHB Mobile.

6. *Prohibitions.* You agree to only use the Skill for your own personal, non-commercial use, and only in a manner that complies with all laws that apply to you. You are responsible for all of your activity in connection with the Skill. If your use of the Skill is prohibited by applicable laws, then you are not authorized to use the Skill. You further agree that you will not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Skill, (ii) modify, translate, or otherwise create derivative works of any part of the Skill, or (iii) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder.
7. *Intellectual Property Rights.* You agree that all intellectual property rights, including patents, copyrights, trademarks, service marks or other intellectual property rights in and to the Skill remain the sole and exclusive property of FHB. Nothing in this Agreement will be construed as granting any of these rights to you. You further agree that that we own the Skill and you may not sell, rent, lease, distribute, or provide service to a third party using the Skill without our prior written consent.
8. *Amazon Alexa Terms.* The Skill is a “Third Party Service” as that term is used in the Amazon Alexa Terms of Use, and your use of the Skill will be further governed as set forth therein.
9. *Electronic Records and Signatures.* By accepting these Terms, you consent to conduct transactions with us by electronic means and general use of electronic records and signatures in our relationship with you and specifically agree that clicking the “I Accept” button represents your electronic signature.
10. *Fees.* Your use of the Skill is offered free of charge. We reserve the right, in our sole discretion, to charge or amend any fees for use of the Skill from time to time.
11. *Changes or Amendments.* FHB may change, add, limit, suspend or discontinue the Skill, or any part of it, at any time without notice. FHB may amend any of these Terms at our sole discretion by posting the revised Terms on the FHB website. Your continued use of the Skill after the effective date of the revised Terms constitutes acceptance of the Terms as revised.
12. *Termination.* FHB reserves the right, in our sole discretion, to terminate your use of the Skill if you violate any of your agreements with us, including without limitation these Terms, or if FHB no longer offers use of the Skill. Termination may result in the forfeiture and destruction of all information associated with your account.
13. *Indemnity.* You agree to defend, indemnify and hold harmless us, our affiliates and each of our affiliates, employees, contractors, director, suppliers and representatives from any liability, loss, damage, claim or demand (including attorney’s fees) due to or arising out of your use of the Skill or your Alexa Device, your breach of these Terms, or infringement by you or any third party using your account of any intellectual property or other right of any person or entity.
14. *Disclaimer of Warranty.* YOU ASSUME ALL RISK FOR YOUR USE OF THE SKILL. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SKILL 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FHB OR OUR REPRESENTATIVES, OR FROM THE SKILL, WILL CREATE A WARRANTY OF ANY KIND. IN PARTICULAR, WE DO NOT GUARANTEE THAT: (A) THE USE OF THE SKILL WILL

BE CONTINUOUS, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (B) THE USE OF THE SKILL WILL MEET YOUR REQUIREMENTS; (C) THE RESULTS OBTAINED FROM THE USE OF THE SKILL WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SKILL OR USE OF THE SKILL OR TECHNOLOGY WILL BE CORRECTED.

15. *Limitations.* 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 SKILL. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF THE SKILL 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 SKILL 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 SKILL, 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 SKILL 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 THESE TERMS SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$100 (ONE HUNDRED DOLLARS).
16. *Other Agreements.* These Terms supplements, but do not replace, the Terms and Conditions of FHB Online Services or any other agreement, rules or terms and conditions that may apply in connection with any other relationship you have with us or our affiliates. If there is a conflict between these Terms and any other agreement between you and us, these Terms shall control as it relates to the Skill.
17. *Governing Law.* Hawaii law and applicable U.S. federal law and regulations govern this Agreement, even if the laws of another jurisdiction govern your other agreements with us or our affiliates. 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.
18. *Severability.* All other provisions of these Terms shall remain in full force even if one or more provisions of these Terms are held invalid, illegal, void or unenforceable by any rule or law, administrative order, or judicial decision.