

## IMPORTANT INFORMATION ABOUT YOUR ONLINE ACCOUNT

Retain a copy. This document contains the terms and conditions that apply to opening, funding, and maintaining your account. Please review the information below and retain a copy for your records. You can print this document while you are reviewing it online. Or, you can contact us for a paper copy by:

Writing to us at:  
FHB Direct  
P. O. Box 1959  
Honolulu, HI 96805

Or, calling us at:  
844-4444 on Oahu or  
(888) 844-4444 from the Neighbor Islands,  
Continental United States, Guam and the  
Commonwealth of the Northern Mariana Islands (CNMI)

Information included below. This document includes the following items:

- Account Funding Authorization and Agreement
- Schedule of Charges and Other Information for Online Accounts
- Working Together to Protect Your Privacy and Credit Information
- Deposit Account Rules and Regulations and Other Information for Personal Accounts

Your agreement. Clicking on the link to review this Important Information and checking the box to confirm you have reviewed it indicates your agreement to the terms stated below. Please note that only the version of this document that we make available online is what governs. Except for changes we may make in compliance with applicable law, any changes made to this document by any means will not be effective for any purpose.

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## CONSENT TO RECEIVE ELECTRONIC DISCLOSURES

*Read Carefully and Print or Retain a Copy for Your Records*

**Introduction.** This Consent to Receive Electronic Disclosures (the "Consent") is being provided to you by First Hawaiian Bank ("FHB") to inform you of your rights when you electronically receive legally required information and disclosures. You provide your consent by clicking on the link and checking the box to acknowledge you have reviewed the Consent.

**Consent.** To apply for a deposit account online, you must consent to FHB providing you important information and disclosures electronically. If you do not want to consent to receive disclosures electronically, please visit an FHB branch to apply for a deposit account, as it will not be possible for you to apply for a deposit account online.

**Scope of your consent.** Your consent to receive disclosures electronically applies to disclosures required by federal and state law, including (i) disclosures and other information we provide to you during the online account opening process (such as fee schedules, account rules, regulatory notices, notices of approval/denial of your application, etc.), (ii) disclosures and other information we provide to our deposit account customers while they maintain an account with us, which may include notices of increases in account fees or charges or changes to the account rules that govern your account, (iii) other account-related information, and (iv) FHB's response to any of your questions about your FHB account. We may also provide disclosures to you in paper form.

**Terminating your consent.** You may withdraw your consent to receive future disclosures in electronic format by writing to FHB Direct, P.O. Box 1959, Honolulu, HI 96805.

**Equipment requirements.** To receive and retain information and disclosures in electronic format, you will need a computer and printer; a communications link (usually through a traditional or cellular telephone service provider or a cable connection and a modem or other device for connecting your computer to the Internet); an Internet service provider; a browser that supports 128-bit encryption security; and an email address where disclosures can be sent in electronic format. Disclosures provided are intended to be viewed online with a computer monitor set at an 800 x 600 screen resolution and margins set at 0.50". In order to keep copies for your records, you will need to

have access to a printer or have the ability to download information. Viewing disclosures that we provide in pdf format requires use of the free Adobe Acrobat reader. On the Terms, Conditions, Disclosures and Agreements screen we have provided a link to obtain the software.

**Paper copies of disclosures.** You may request a written (non-electronic) copy of any disclosures provided to you electronically by writing to FHB Direct, P.O. Box 1959, Honolulu, HI 96805. There is no charge for requesting the paper copies of disclosures delivered electronically.

**Keep your email address current.** Since FHB may respond to your inquiries electronically, please keep your email address current. You can update your email address by writing to us at FHB Direct, P.O. Box 1959, Honolulu, HI 96805.

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## ACCOUNT FUNDING AUTHORIZATION AND AGREEMENT

- Applies to Initial Deposit to Open Account Online -

### **INTRODUCTION**

This document describes the two options available for making your initial deposit to open your new deposit account with First Hawaiian Bank ("FHB"). If your application to open your new FHB deposit account is approved, you can make your initial deposit by either mailing us a check, or authorizing an electronic funds transfer. Each option is described below.

**Signature Card Reminder:** You cannot write checks on your checking account until we have received your completed and signed signature card.

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### **INITIAL DEPOSIT - CHECK SENT BY MAIL**

**Deposit by mailing check.** You can make your initial deposit into your new FHB deposit account by mailing us a check. Please mail your check to FHB Direct, P. O. Box 1959, Honolulu, HI, 96805.

**Possible hold on deposit.** Our normal procedures for deposits of checks will apply to the check you send us to open your account. In the "Important Information About Your Online Account" that you review as part of the online account opening process, we explain our normal procedures for handling deposits. For example, in the "Deposit Account Rules and Regulations and Other Information for Personal Accounts" (the "Deposit Rules") section, we explain our check hold policy. As stated in the Deposit Rules, if we place a "hold" on your account, we will send you a notice to tell you when the funds will be available for withdrawal.

**No cash deposits by mail.** Please do not mail us cash for your initial deposit. If you do mail us cash, you agree that our count of the amount mailed to us will be final for all purposes.

**Questions?** If you have questions about mailing us a check for your initial deposit, please call us at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam, and the CNMI.

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### **INITIAL DEPOSIT - AUTHORIZE ELECTRONIC FUNDS TRANSFER**

**Deposit by electronic funds transfer.** You can make your initial deposit into your new FHB deposit account by authorizing an electronic funds transfer from your account at another United States financial institution. You may deposit up to \$2,000.00 to open your checking or savings account. You may deposit up to \$50,000.00 to open your eCD (Online CD) account. To the extent necessary, the Deposit Rules are modified by the terms and conditions stated below.

**Authorization for electronic funds transfer.** You hereby authorize First Hawaiian Bank ("FHB") to (i) initiate a debit entry to your account described on the Fund Your Account screen at the depository financial institution listed on the Fund Your Account screen, and (ii) credit the amount to your new deposit account at FHB. You acknowledge that the origination of this electronic funds transfer to your account must comply with the provisions of U.S. law. You also understand that this is an authorization for a one-time electronic funds transfer. This means that you do

not have the opportunity to terminate the authorization because the transaction will occur virtually simultaneously upon your authorization of the transaction.

Electronic funds transfer terms and conditions. These terms and conditions apply to your one-time authorization to make your initial deposit into your new FHB account by an electronic funds transfer. You are authorizing FHB to debit your account at another financial institution and to credit that amount to your new FHB deposit account, in the amount you enter on the Fund Your Account screen. The Deposit Rules contain important information about other types of electronic funds transfers that you can make using your FHB account after it has been opened.

There is no fee or charge for the right to make your initial deposit by authorizing an electronic funds transfer.

1. **Our Right to Make Changes.** We reserve the right to make changes to these terms and conditions at any time and will give you advance notice of any changes that affect you as required by law.

2. **Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe that an electronic fund transfer has been made from your FHB account without your permission. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

3. **Where to Report.** If you believe that someone has transferred or may transfer money from your account without your permission, call us at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam, and the CNMI, or write to us at FHB Direct, P. O. Box 1959, Honolulu, HI 96805. You should also call or write to us at the same phone numbers/address if you believe a transfer has been made using the information from your check without your permission.

4. **Our Business Days.** Our business days are Monday through Friday, except for bank holidays.

5. **Disclosing Account Information to Third Parties.** We may disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission; or
- As described in our privacy policy provided to you when you opened your account, which is also available at any branch.

6. **Documentation of Transfers.** Your initial deposit will appear on the first monthly statement you receive for your new FHB deposit account.

7. **No Right to Stop Payment.** Your initial deposit is a one-time transaction and you do not have the right to request a stop payment on this transaction. If you have questions about your electronic funds transfer after it has been processed, please call us at the telephone number listed in paragraph 9 below.

8. **Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft protection credit line.
- If the system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- If you do not have enough money in your account because we placed a hold on your account or the account is subject to legal process or other claim.
- There may be other exceptions not specifically stated here.

9. **In Case of Errors or Questions About Your Electronic Transfer.** Call us at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam, and the CNMI, or write to us at FHB Direct, P.O. Box 1959, Honolulu, HI, 96805, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the **first** statement on which the problem or error appeared. When reporting an error or requesting more information:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving New Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For New Accounts, we may take up to 20 business days to credit your account for the amount you think is in error. For purposes of these rules, an account is considered to be a "New Account" for 30 calendar days after the first deposit to the account was made.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

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Ideal if you are looking for an account with protection and savings features all rolled into one.

This account is available to personal accountholders only.

For all checking accounts opened at one of our Hawaii branches, your checking account consists of two subaccounts: a checking subaccount and a money market subaccount. Please refer to our "Deposit Account Rules and Regulations and Other Information for Personal Accounts" for information on transaction limits and other items regarding these subaccounts.

Account Opening and Usage	Minimum Deposit Needed to Open Account	\$20.00
	Monthly Service Charge	\$7.00 per month.
	Requirements to Waive Monthly Fee	\$7 monthly service charge will be waived with aggregate direct deposits in the amount of \$1,500 or more per statement cycle.
	Interest Rate	Not applicable.
	First Hawaiian Bank ATM Fees	\$0.00 for making a cash withdrawal or balance inquiry in Hawaii, Guam, or the CNMI.
	Non-First Hawaiian Bank ATM Fees <sup>1</sup>	\$3.00 for making a cash withdrawal at a domestic network ATM. <sup>2</sup> \$5.00 for making a cash withdrawal at a foreign network ATM. <sup>2</sup> \$1.00 for making a balance inquiry at a domestic or foreign network ATM <sup>2</sup> 1.00% of the U.S. dollar transaction amount for ATMCARD, CheckCard, and Debit Card international transactions. <sup>2</sup>
	<div>1. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The amount and nature of the fee will be disclosed by the machine or terminal owner at the time of the transaction. These fees cannot be waived by First Hawaiian Bank.</div> <div>2. Network ATMs include any ATM (other than First Hawaiian Bank) that is participating in a network and accepts our card(s). Domestic network ATM locations include the U.S., Canada, and U.S. protectorates and territories (including Guam and the CNMI). Foreign network ATMs are those located in foreign countries other than Canada or U.S. protectorates or territories.</div>	
	Stop Payment Fee	\$30.00 per item to stop payment for up to 6 months.
	Account Closing Fee	\$50.00 if account closed within 180 days of opening.
	Other Service Fees	Please consult the back of this document for a list of additional service fees.

Overdraft Services and Fees	Standard Overdraft Coverage	We may authorize and pay overdrafts for the following types of transactions: <ul style="list-style-type: none"><li>Checks and other transactions made using your checking account number</li><li>Certain electronic funds transfers, such as ACH or recurring debit card transactions</li></ul> If you do not want us to pay these transactions, you must opt out of standard overdraft coverage. You may be assessed applicable Overdraft Fees or Non-sufficient Funds Fees as well as fees by the merchants.
	Debit Card Overdraft Coverage	We will not authorize and pay overdrafts for the following types of transactions: <ul style="list-style-type: none"><li>Everyday debit card transactions</li><li>ATM transactions</li></ul> If you would like us to authorize and pay these transactions, you must opt in to DebitPlus. Overdraft fees or Non-sufficient Funds Fees may apply.
	Overdraft Fee	\$30.00 per item paid. (Applies to checks or certain electronic funds transfers, such as ACH or recurring debit card transactions.)
	Non-sufficient Funds Fee	\$30.00 per item returned. (Applies to checks or certain electronic funds transfers, such as ACH or recurring debit card transactions.)
	Overdraft Fee	\$30.00 per item paid for accounts with DebitPlus. (Applies to everyday debit card or ATM transactions.) \$0.00 per item declined, with or without DebitPlus.
	Continuing Overdraft Fee	\$10.00 one-time fee for overdrawn end-of-day account balances not cleared within seven calendar days.
	Savings Link Overdraft Transfer Fee	\$12.50 for each overdraft transfer from a savings account linked to a checking account.
	Maximum Number of Overdraft Fees or Non-sufficient Funds Fees per Day	5 per day. If your available balance at the end of the day is overdrawn by \$5.00 or less, the Overdraft Fee(s) or Non-sufficient Funds Fee(s) will be waived for the transaction(s) that caused the overdraft.
	Posting Order <i>The order in which withdrawals and deposits are processed.</i>	The order in which we process transactions can affect the total amount of fees charged when an account is overdrawn. Transactions are processed and posted together at the end of each business day. We post all credits (such as deposits) before debits (payments from your account). For debits, guaranteed items (e.g. wire transfers, cashed checks, ATM withdrawals or everyday debit card transactions) are posted before those that are not (e.g., checks or ACH transactions). Within each group of transactions, we generally process from the lowest to highest dollar amount. In the case of checks or other items with a serial number, we process by check or serial number from low to high.  <b>Note:</b> Holds may be placed on your account (e.g., for deposited funds that are not yet available or for authorized debit card transactions that have not yet been paid) that will reduce your available balance and may cause your account to become overdrawn. Please refer to the Deposit Account Rules and Regulations governing your account for details regarding holds, including how they affect your available balance and the number of overdraft fees you may incur.



Other Account Fees	Safe Deposit Box	<b>\$10.00 discount.</b> Subject to box availability.
	Check Printing	<b>Free</b> for wallet-style First or Surf Checks. <b>\$3.00 discount</b> for other check styles. The purchase of checks is optional.
	Returned Deposited Check	<b>\$10.00</b> each.
	Image/Item Enclosure Fee	<b>\$3.00</b> per month. The Image/Item Enclosure Fee will be assessed for each statement period whenever images of credit or debit items such as deposit tickets or cancelled checks (or the originals of items, as long as those are available) are enclosed with your statement.
	Image CD-ROM Fee	<b>\$6.00</b> per month. The Image CD-ROM Fee will be assessed for each statement period that an Image CD-ROM is rendered on the account.
	CheckStorage <sup>SM</sup>	<b>Optional.</b> With this convenient service, we store images of your cancelled checks for the time period required by law. Your checks will not be returned with your statement.
	Copy of Cancelled Check or Deposit Slip	<b>Free</b> for the first 6 copies in a statement period. <b>\$2.50</b> each for copies in excess of the first 6.
	Paper + eStatement Fee	<b>\$5.00</b> each. The Paper + eStatement Fee will be imposed each month on accounts that receive a physical paper statement in addition to an eStatement.
	Copy of Statement	<b>\$2.50</b> per page.
	Special Checking Account Interim Statement	<b>\$5.00</b> each.
	AskAnyDay <sup>SM</sup> Interim Statement	<b>\$1.50</b> each from an ATM.
	AskAnyDay Interim Statement	<b>\$5.00</b> each, over the counter.
	Duplicate Statement	<b>\$5.00</b> each.
	Checkbook Balancing	<b>\$20.00</b> per hour.
	Search Our Files for Records	<b>\$35.00</b> per hour.
	Research Rush Request	<b>\$10.00</b> per request.
	Audit Confirmation	<b>\$25.00</b> per request (requested by accounting firms)
	Signature Guarantee or STAMP Medallion	<b>\$25.00</b> per document.
	Garnishment	<b>\$95.00</b> each.
	Tax or Other Levy	<b>\$50.00</b> each.
	FHB Online <sup>®</sup> <ul style="list-style-type: none"><li>Online Banking</li><li>Online Payment and Popmoney Monthly Service Charge</li></ul>	<b>Free</b> for access through the Internet. Additional fees apply to access through money management software (e.g., Quicken <sup>®</sup> ). See Terms and Conditions of FHB Online Service for applicable fees.  <b>Free</b> for access through the Internet. Additional fees apply to access through money management software.
	Replacement Card Fee	<b>\$20.00</b> for each replacement ATMCARD, CheckCard, and Debit Card.
	Incoming Wire Transfer Fee	<b>\$13.00</b> per wire.
	Inactive Account Fee	<b>\$10.00</b> for each month account is considered inactive.
	Abandoned Account Fee	<b>\$55.00</b> assessed in the month an inactive account is processed for escheat.
	Remittance of Funds from Account on Customer's Order	<b>\$10.00</b> Depending on the payment method you select when closing your account (e.g., Official Bank Check, Wire Transfer, etc.), the current fee will also be assessed, including any applicable postage.
	Closed for Cause Fee	<b>\$25.00</b> Assessed at the time the account is closed, if the account is closed for cause (i.e., the account is continuously overdrawn).

Ideal if you are looking for a simple account that is free with eStatements and has no minimum balance requirement.

This account is available to personal accountholders only.

For all checking accounts opened at one of our Hawaii branches, your checking account consists of two subaccounts: a checking subaccount and a money market subaccount. Please refer to our "Deposit Account Rules and Regulations and Other Information for Personal Accounts" for information on transaction limits and other items regarding these subaccounts.

Account Opening and Usage	Minimum Deposit Needed to Open Account	\$20.00
	Monthly Service Charge	\$2.00 per month.
	Requirements to Waive Monthly Fee	\$2 monthly service charge will be waived with enrollment in eStatements.
	Interest Rate	Not applicable.
	First Hawaiian Bank ATM Fees	\$0.00 for making a cash withdrawal or balance inquiry in Hawaii, Guam, or the CNMI.
	Non-First Hawaiian Bank ATM Fees <sup>1</sup>	\$3.00 for making a cash withdrawal at a domestic network ATM. <sup>2</sup> \$5.00 for making a cash withdrawal at a foreign network ATM. <sup>2</sup> \$1.00 for making a balance inquiry at a domestic or foreign network ATM <sup>2</sup> 1.00% of the U.S. dollar transaction amount for ATMCard, CheckCard, and Debit Card international transactions. <sup>2</sup>
	<div>1. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The amount and nature of the fee will be disclosed by the machine or terminal owner at the time of the transaction. These fees cannot be waived by First Hawaiian Bank.</div> <div>2. Network ATMs include any ATM (other than First Hawaiian Bank) that is participating in a network and accepts our card(s). Domestic network ATM locations include the U.S., Canada, and U.S. protectorates and territories (including Guam and the CNMI). Foreign network ATMs are those located in foreign countries other than Canada or U.S. protectorates or territories.</div>	
	Stop Payment Fee	\$30.00 per item to stop payment for up to 6 months.
	Account Closing Fee	\$50.00 if account closed within 180 days of opening.
Overdraft Services and Fees	Other Service Fees	Please consult the back of this document for a list of additional service fees.
	Standard Overdraft Coverage	We may authorize and pay overdrafts for the following types of transactions: <ul style="list-style-type: none"><li>Checks and other transactions made using your checking account number</li><li>Certain electronic funds transfers, such as ACH or recurring debit card transactions</li></ul> If you do not want us to pay these transactions, you must opt out of standard overdraft coverage. You may be assessed applicable Overdraft Fees or Non-sufficient Funds Fees as well as fees by the merchants.
	Debit Card Overdraft Coverage	We will not authorize and pay overdrafts for the following types of transactions: <ul style="list-style-type: none"><li>Everyday debit card transactions</li><li>ATM transactions</li></ul> If you would like us to authorize and pay these transactions, you must opt in to DebitPlus. Overdraft fees or Non-sufficient Funds Fees may apply.
	Overdraft Fee	\$30.00 per item paid. (Applies to checks or certain electronic funds transfers, such as ACH or recurring debit card transactions.)
	Non-sufficient Funds Fee	\$30.00 per item returned. (Applies to checks or certain electronic funds transfers, such as ACH or recurring debit card transactions.)
	Overdraft Fee	\$30.00 per item paid for accounts with DebitPlus. (Applies to everyday debit card or ATM transactions.) \$0.00 per item declined, with or without DebitPlus.
	Continuing Overdraft Fee	\$10.00 one-time fee for overdrawn end-of-day account balances not cleared within seven calendar days.
	Overdraft Transfer Fee	\$12.50 for each overdraft transfer from savings account linked to a checking account.
	Maximum Number of Overdraft Fees or Non-sufficient Funds Fees per Day	5 per day. If your available balance at the end of the day is overdrawn by \$5.00 or less, the Overdraft Fee(s) or Non-sufficient Funds Fee(s) will be waived for the transaction(s) that caused the overdraft.
	Posting Order <i>The order in which withdrawals and deposits are processed.</i>	The order in which we process transactions can affect the total amount of fees charged when an account is overdrawn. Transactions are processed and posted together at the end of each business day. We post all credits (such as deposits) before debits (payments from your account). For debits, guaranteed items (e.g., wire transfers, cashed checks, ATM withdrawals or everyday debit card transactions) are posted before those that are not (e.g., checks or ACH transactions). Within each group of transactions, we generally process from the lowest to highest dollar amount. In the case of checks or other items with a serial number, we process by check or serial number from low to high. <b>Note:</b> Holds may be placed on your account (e.g., for deposited funds that are not yet available or for authorized debit card transactions that have not yet been paid) that will reduce your available balance and may cause your account to become overdrawn. Please refer to the Deposit Account Rules and Regulations governing your account for details regarding holds, including how they affect your available balance and the number of overdraft fees you may incur.

Other Account Fees	Check Printing	<b>Fee depends on style ordered.</b> The purchase of checks is optional.
	Returned Deposited Check	<b>\$10.00</b> each.
	Image/Item Enclosure Fee	<b>\$3.00</b> per month. The Image/Item Enclosure Fee will be assessed for each statement period whenever images of credit or debit items such as deposit tickets or cancelled checks (or the originals of items, as long as those are available) are enclosed with your statement.
	Image CD-ROM Fee	<b>\$6.00</b> per month. The Image CD-ROM Fee will be assessed for each statement period that an Image CD-ROM is rendered on the account.
	CheckStorage <sup>SM</sup>	<b>Required for this account.</b> With this convenient service, we store images of your cancelled checks for the time period required by law. Your checks will not be returned with your statement.
	Copy of Cancelled Check or Deposit Slip	<b>Free</b> for the first 6 copies in a statement period. <b>\$2.50</b> each for copies in excess of the first 6.
	Paper + eStatement Fee	<b>\$5.00</b> each. The Paper + eStatement Fee will be imposed each month on accounts that receive a physical paper statement in addition to an eStatement.
	Copy of Statement	<b>\$2.50</b> per page.
	Special Checking Account Interim Statement	<b>\$5.00</b> each.
	AskAnyDay <sup>SM</sup> Interim Statement	<b>\$1.50</b> each from an ATM.
	AskAnyDay Interim Statement	<b>\$5.00</b> each, over the counter.
	Duplicate Statement	<b>\$5.00</b> each.
	Checkbook Balancing	<b>\$20.00</b> per hour.
	Search Our Files for Records	<b>\$35.00</b> per hour.
	Research Rush Request	<b>\$10.00</b> per request.
	Audit Confirmation	<b>\$25.00</b> per request (requested by accounting firms)
	Signature Guarantee or STAMP Medallion	<b>\$25.00</b> per document.
	Garnishment	<b>\$95.00</b> each.
	Tax or Other Levy	<b>\$50.00</b> each.
	FHB Online® <ul style="list-style-type: none"><li>Online Banking</li><li>Online Payment and Popmoney Monthly Service Charge</li></ul>	<b>Free</b> for access through the Internet. Additional fees apply to access through money management software (e.g., Quicken®). See Terms and Conditions of FHB Online Service for applicable fees.  <b>\$5.99</b> per month for access through the Internet. Additional fees apply to access through money management software. This fee will be waived with aggregate direct deposits in the amount of \$500 per calendar month.
	Replacement Card Fee	<b>\$20.00</b> for each replacement ATMCARD, CheckCard, and Debit Card.
	Incoming Wire Transfer Fee	<b>\$13.00</b> per wire.
	Inactive Account Fee	<b>\$10.00</b> for each month account is considered inactive.
	Abandoned Account Fee	<b>\$55.00</b> assessed in the month an inactive account is processed for escheat.
	Remittance of Funds from Account on Customer's Order	<b>\$10.00</b> Depending on the payment method you select when closing your account (e.g., Official Bank Check, Wire Transfer, etc.), the current fee will also be assessed, including any applicable postage.
	Closed for Cause Fee	<b>\$25.00</b> Assessed at the time the account is closed, if the account is closed for cause (i.e., the account is continuously overdrawn).



### **Additional Account Disclosures for Pure Checking Account Opened with Code FALL2021**

Open a new Pure Checking account online by using code FALL2021 or by visiting a branch by September 30, 2021, and setup one monthly recurring automatic payment (such as utilities, cell phone, streaming services, etc.) from your new Pure Checking account by October 31, 2021, to receive a \$100 statement credit. Excludes payment to other people (P2P) and payment to other FHB accounts such as payment of FHB loans and credit cards. One recurring monthly automatic payment must be debited from the new Pure Checking account by October 31, 2021, to receive the credit. The statement credit will be completed the month following meeting the criteria. Statement credit may be reportable as taxable income (1099-INT). This information supplements the Schedule of Charges and Deposit Account Rules.

# Schedule of Charges and Other Information for Regular Savings and eCD Accounts

The following information is accurate as of 2/3/20

To obtain current interest rate and annual percentage yield information, please call our Customer Service Line seven days a week at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam and the Commonwealth of the Northern Mariana Islands (CNMI).

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## REGULAR SAVINGS ACCOUNT

### Rate Information

Effective 9/17/21, the interest rate on your account is 0.016% with an annual percentage yield of 0.02%.

Your interest rate and annual percentage yield may change.

At our discretion, we may change the interest rate on your account at any time.

### Compounding and Crediting Policy

Interest will be compounded daily. If you receive your statement quarterly, interest will be credited to your account quarterly. If you receive one of the Bank's combined statements, interest on the Regular Savings account(s) listed on the combined statement will be credited to your account monthly on the statement date.

If you close your account before interest is credited, you will not receive the accrued interest.

### Balance Information

You must deposit a minimum of \$20.00 to open this account.

If you authorize an electronic transfer of funds to open this account, the maximum amount you can transfer to deposit and open this account is \$2,000.00. If you mail in a check for your initial deposit to open this account in an amount that exceeds \$2,000.00, we will process your deposit according to our normal procedures. Please refer to the Account Funding Authorization and Agreement for details about your initial deposit.

A Service Charge of \$5.00 will be imposed every month if the balance in the account falls below \$300.00 on any day of the month.

If your account is subject to the Service Charge and your balance is less than \$5.00, your account will be charged the remaining balance in your account and the account will be closed.

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance plus accrued interest in the account each day.

Interest begins to accrue on all deposits on the day of your deposit. Deposits received after the cut-off times of 6:00 p.m. on Friday (or Thursday if we are closed on Friday) or 4:00 p.m. on any other business day we are open, or on a day we are not open, or at a branch open on Saturday, Sunday, or bank holiday, begin to accrue interest on the next business day we are open. Later cut-off times generally apply at branches with extended hours. Business days shall mean Monday through Friday, except for bank holidays.

### Fee Schedule

See Account Charges (below) for fees that may be imposed against this account.

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## eCD (ONLINE CD) ACCOUNT

### Rate Information

#### Promotional Rates (Effective 9/17/21)

Product	Interest Rate	Annual Percentage Yield	Minimum Opening Deposit
24-month eCD	0.246 %	0.25%	\$500.00*
*\$50,000.00 maximum deposit per eCD.			

#### Current Rates (Effective 9/17/21)

Product	Interest Rate	Annual Percentage Yield	Minimum Opening Deposit
6-month eCD	0.056%	0.06%	\$500.00
9-month eCD	0.086%	0.09%	\$500.00
12-month eCD	0.096%	0.10%	\$500.00
18-month eCD	0.116%	0.12%	\$500.00
36-month eCD	0.146%	0.15%	\$500.00

You will be paid the interest rate until the Maturity Date of the eCD.

The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

FHB considers the account to be opened when you complete the process of inputting information sufficient to identify you and otherwise permit the Bank to deliver account disclosures to you. The interest rates and annual percentage yields in the Current Rates are accurate at the time delivered based on assumptions concerning the account and based on the additional assumptions that the deposit is received at the time of account opening and the interest remains on deposit until maturity. A late deposit or early withdrawal will reduce earnings. If rates change prior to account opening, any pending applications will be cancelled.

### Compounding and Crediting Policy

Interest will be compounded daily. We use the daily balance method to calculate the interest on your eCD. This method applies a daily periodic rate to the principal plus accrued interest in the eCD each day.

Interest begins to accrue on all deposits on the day of your deposit. Deposits received after the cut-off times of 6:00 p.m. on Friday (or Thursday if we are closed on Friday) or 4:00 p.m. on any other business day we are open, or on a day we are not open, or at a branch open on Saturday, Sunday, or bank holiday, begin to accrue interest on the next business day we are open. Later cut-off times generally apply at branches with extended hours. Business days shall mean Monday through Friday, except for bank holidays.

Interest will be credited to your eCD at maturity.

### Balance Information

You must deposit a minimum of \$500.00 to open this account.

If you authorize an electronic funds transfer to open this account, the maximum amount you can transfer to deposit and open this account is \$50,000.00. If you mail in a check for your initial deposit to open this account, the maximum amount you can deposit is \$250,000.00. If you mail in a check in an amount that exceeds \$250,000.00, we will process your deposit according to our normal procedures. Please refer to the Account Funding Authorization and Agreement for details about your initial deposit.

An uncollected funds hold may be placed on any check drawn on another financial institution that we accept as a deposit to open a new eCD, or a deposit at maturity for an existing eCD. Until the hold has been released, you will not be able to make any withdrawals from your eCD. Once any hold has been released, you can withdraw funds, but an early withdrawal penalty may be imposed (see Early Withdrawal Penalties section).

### Transaction Limitations

After the eCD is opened, you may not make deposits into the eCD until the Maturity Date.

Once you open your eCD, you can withdraw funds, but an early withdrawal penalty may be imposed if the withdrawal is not made on a Maturity Date or during the grace period following a Maturity Date.

## Fee Schedule

See Account Charges (below) for fees that may be imposed against this account.

## Early Withdrawal Penalties

If you withdraw any principal before the Maturity Date, a penalty may be imposed. The penalty will not be imposed if the withdrawal is due to the death or mental incompetence of any depositor listed in the account name. The penalty amount (or any portion thereof) will be deducted from the amount withdrawn.

If your Maturity Date falls on a Saturday, Sunday or a holiday, your funds will be available for withdrawal on the last business day before the Maturity Date without being subject to the early withdrawal penalty. If you withdraw your funds on the last business day before the Maturity Date, you will only be paid interest to the withdrawal date.

For all eCDs, the early withdrawal penalty is as follows:

Deposit Term	Penalty
6 months up to and including 1 year	Two (2) months' simple interest on the withdrawn amount, even if that much interest has not yet been earned.
Over 1 year but less than 3 years	Eight (8) months' simple interest on the withdrawn amount, even if that much interest has not yet been earned.

## Renewal Policy

Your eCD will automatically renew at maturity. We will send you a notice of maturing deposit prior to maturity. You will have ten (10) calendar days from the Maturity Date to withdraw your funds without being charged an early withdrawal penalty. If automatically renewed, the renewed eCD will be for the same term as the original term, at the interest rate and annual percentage yield in effect on your Maturity Date. We will send you a confirmation of the automatic renewal after maturity. Once renewed and the grace period expires, your eCD will be subject to a penalty for early withdrawal until it matures once again.

In the event you choose to withdraw your funds upon maturity of your eCD, you will not earn interest after the Maturity Date. To withdraw your funds, you must present proper identification and sign a withdrawal form at a branch.

## Account Charges for Regular Savings and eCDs

Account Closed Within 180 Days of Opening Date <sup>(1)</sup>	\$50.00
Automated Teller Machine (ATM) Transaction Charges <sup>(1)</sup>	
• Cash Withdrawal or Balance Inquiry at an FHB ATM in Hawaii, Guam, or the CNMI	No charge
• Cash Withdrawal at a domestic network ATM <sup>(2)</sup>	\$3.00
• Cash Withdrawal at a foreign network ATM <sup>(2)</sup>	\$5.00
• Balance Inquiry at a domestic or foreign network ATM <sup>(2)</sup>	\$1.00
<i>When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The amount and nature of the fee will be disclosed by the machine or terminal owner at the time of the transaction. These fees cannot be waived by First Hawaiian Bank.</i>	
International Transaction Fee for ATMCARD, CheckCard, and Debit Card <sup>(1)(3)</sup>	1.00%
Replacement Card Fee for ATMCARD, CheckCard, and Debit Card <sup>(1)</sup>	\$20.00
Incoming Wire Transfer Fee <sup>(1)</sup>	\$13.00

Returned Deposited Check, each <sup>(1)</sup>	\$10.00
Copy of Cancelled Withdrawal or Deposit Slip, per item <sup>(1)</sup>	\$2.50
Paper + eStatement Fee, per month <sup>(4)</sup>	\$5.00
Copy of Statement, per page <sup>(1)</sup>	\$2.50
Duplicate Statement, each <sup>(1)</sup>	\$5.00
Search Our Files for Records, per hour	\$35.00
Research Rush Request	\$10.00
Audit Confirmation (requested by accounting firms)	\$25.00
Signature Guarantee or STAMP Medallion, per document	\$25.00
Garnishment, each	\$95.00
Tax or Other Levy, each	\$50.00
Inactive Account Fee, each month account is considered inactive <sup>(1)</sup>	\$10.00
Abandoned Account Fee (assessed in the month an inactive account is processed for escheat)	\$55.00
Remittance of Funds from Account on Customer's Order <sup>(1)(5)</sup>	\$10.00

### Footnotes

- (1) Does not apply to eCDs (Online CDs).
- (2) Network ATMs include any ATM (other than First Hawaiian Bank) that is participating in a network and accepts our card(s). Domestic network ATM locations include the U.S., Canada, and U.S. protectorates and territories (including Guam and the CNMI). Foreign network ATMs are those located in foreign countries other than Canada or U.S. protectorates or territories.
- (3) Percentage of the U.S. dollar transaction amount.
- (4) The Paper + eStatement Fee will be imposed each month on accounts that receive a physical paper statement in addition to an eStatement.
- (5) Depending on the payment method you select when closing your account, the current fee (Official Bank Check fee, Wire Transfer fee, etc.) will also be assessed, including any applicable postage.



FACTS	WHAT DOES FIRST HAWAIIAN BANK DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and employment information</li> <li>■ account balances and overdraft history</li> <li>■ payment history and account transactions</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Hawaiian Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does First Hawaiian Bank share?	Can you limit this sharing?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing</b>	■ Mail the <b>form</b> below <b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
<b>Questions?</b>	Call 844-4444 or toll-free (888) 844-4444	



Mail-in Form			
If you have a joint account, your choice will apply to everyone on your account unless you mark below.  <input type="checkbox"/> Apply my choice only to me.	<b>Mark if you want to limit:</b> <input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.		
	<b>Name</b>		
	<b>Address</b>		
	<b>City State Zip</b>		
	<b>Account #</b>		
			<b>Mail to:</b> First Hawaiian Bank - OSD Service Center Attn: Opt-Out P.O. Box 1959 Honolulu, HI 96805

## What we do

<b>How does First Hawaiian Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does First Hawaiian Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ apply for insurance or seek advice about your investments</li> <li>■ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choice will apply to everyone on your account-unless you tell us otherwise.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>■ <i>Our affiliates include financial companies such as Bishop Street Capital Management and First Hawaiian Leasing.</i></p>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>■ <i>First Hawaiian Bank does not share with nonaffiliates so they can market to you.</i></p>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>■ <i>Our joint marketing partners include insurance companies and Raymond James Financial Services, Inc.</i></p>

## HOW TO PROTECT YOUR CREDIT INFORMATION.

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

It's a good idea to check your report periodically with one or more of the major credit bureaus listed below to see that the information is accurate and up to date.

Equifax, Inc.  
(800) 685-1111  
**[www.equifax.com](http://www.equifax.com)**

Trans Union Corporation  
(800) 888-4213  
**[www.transunion.com](http://www.transunion.com)**

Experian  
(888) 397-3742  
**[www.experian.com](http://www.experian.com)**

If you believe that we have incorrect information or have reported inaccurate information to a credit bureau, please write to us at:

First Hawaiian Bank • Corporate Compliance Division  
P.O. Box 1959 • Honolulu, Hawaii 96805

## PROTECT YOUR GOOD NAME.

*You can take steps to secure your personal information and guard against identity theft, one of the fastest-growing kinds of fraud. (Identity theft occurs when criminals steal your financial information and assume your identity — applying for credit in your name, running up huge bills and generally wrecking your credit history.)*

- *If you suspect your identity has been stolen:*

- *Contact First Hawaiian Bank immediately so we can start closing accounts and clearing your name. Call 844-4444 (from Oahu) or call toll-free (888) 844-4444 (from the Mainland U.S. or Neighbor Islands). From Guam, call (671) 475-7900. From CNMI, call (670) 235-3090.*

- *File a police report and call the fraud units of the major credit bureaus:*

Equifax      (800) 525-6285  
Trans Union    (800) 680-7289  
Experian       (888) 397-3742

- *Report the incident to the toll-free Identity Theft Hotline of the Federal Trade Commission at 1-877-ID THEFT (438-4338) or online at [www.IdentityTheft.gov](http://www.IdentityTheft.gov). Counselors there can help you resolve problems.*

- *Learn more about identity theft at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft)*



**First Hawaiian Bank.**



# Deposit Account Rules and Regulations and Other Information for Personal Accounts

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Contact us at:

First Hawaiian Bank  
P. O. Box 1959  
Honolulu, HI 96805

844-4444 on Oahu or  
(888) 844-4444 from the Neighbor Islands,  
Continental United States, Guam and the  
Commonwealth of the Northern Mariana Islands (CNMI)

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## Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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## INTRODUCTION

Thank you for opening your account with First Hawaiian Bank. This document contains important rules and regulations (the "Rules") governing your new account(s) (except as modified during the online account opening process). It also includes our check hold policy and other important information. Please read these Rules and keep them for future reference.

These Rules include an Agreement to Arbitrate Claims, providing for binding arbitration of claims. The Agreement to Arbitrate Claims can be found at Paragraph 28, below.

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## RULES AND REGULATIONS FOR FIRST HAWAIIAN BANK PERSONAL DEPOSIT ACCOUNTS

When used in these Rules, "you" or "your" means each account owner and each and all of you who signed the signature card for the account. "We," "us," "our" or "Bank" means First Hawaiian Bank. "Account" means the checking, savings, Time Deposit, or other types of deposit accounts available in the future, you open with us as shown on the account signature card.

By maintaining your account with us, you agree (and we also agree) that your account will be subject to the following:

- 1. Depositor's General Agreement.** You agree to accept and be bound by these Rules; any further special rules or disclosures that apply to particular types of accounts; local banking custom and clearinghouse requirements; the certifications, representations and agreements contained in your account signature card; and applicable laws and regulations, all of which may change from time to time. These Rules apply whether your account is opened in person, online, by mail, or telephone. You also agree to be bound by the terms and conditions included in our initial deposit account disclosure(s) containing account charges and other information applicable to your account. The initial deposit account disclosure is made a part of this agreement by this reference. These Rules will be governed by applicable laws of Hawaii (or of Guam, or the Commonwealth of the Northern Mariana Islands (CNMI), if your account is held at one of our Guam or CNMI branches, respectively) and federal laws and regulations. If you have requested other services in connection with your account, your account will also be subject to the special rules, disclosures, applications and agreements in effect for those services. If there is a conflict between these Rules and something in any special rules or disclosures we may have that apply to particular types of accounts, the special rules or disclosures will prevail. Copies of current documents are available at all branches of the Bank.
- 2. Account Categories.** We offer checking, savings and Time Deposit accounts. Checking accounts include our Pure Checking, Complete Checking, and similar accounts. (Effective February 1, 2018, Totally Free, Secure, Regular and Bonus Checking are no longer available for new accounts. All references to Regular and Bonus Checking in these Rules apply to Regular and Bonus Checking accounts that were opened before February 1, 2013.) Savings accounts include Regular Savings, MaxiMizer, and Money Market Checking accounts. Time Deposits include our Christmas Club, Bank Bill (all types), Premium Bank Bill, and other certificate of deposit accounts or other similar accounts. Not all account types are available at every branch. Our accounts are divided into three general types: personal, business and fiduciary accounts, each of which may be held by you in a variety of different ways. These Rules apply to personal and certain fiduciary accounts only. The Rules applicable to business and other non-personal accounts are explained in our Deposit Account Rules and Regulations and Other Information for Business Accounts. For personal and most fiduciary accounts, we will furnish you separate disclosures with important information about your account before you open it, in accordance with federal law. If there is anything inconsistent between these Rules and those disclosures, those disclosures will prevail for purposes of the particular

account or service which is the subject thereof. In addition to the minimum documentation listed below or information requested in Paragraph 3, you may be asked to provide additional documents when opening the account. Our accounts include:

A. **Personal Accounts.** There are four ways you may establish a personal account, whether checking, savings or Time Deposit:

(1) **Individual Accounts.** An individual account may be opened in the name of one person only. The authorization of this person is required for transactions on the account.

(2) **Joint Accounts.** An account may be opened by two or more persons. If your account is opened in the name of two or more persons, all funds or deposits in the account shall become the property of all such persons as joint tenants with rights of survivorship, and not as tenants in common or as tenants by the entirety. Any one of you is fully authorized to take any action related to the account on behalf of the rest. This includes, but is not limited to, making withdrawals or transfers, writing checks (for checking and Money Market Checking accounts), stopping payment of checks (for checking and Money Market Checking accounts) and preauthorized payments or transfers, making deposits, endorsing checks or other items for deposit, closing the account or receiving funds in the account. However, we may require all of your signatures if there are conflicts among you. Any notice, statement or other material we mail to any one of you will be considered mailed to all of you. If one or more joint account owners owes us a debt that is overdue or in default, we can use any or all of the funds in the joint account to pay it. We may restrict the use of funds in the account if we are served with legal process affecting any one of you. We may refuse withdrawals by any joint owner who has not signed a signature card.

If one of you dies, the other depositor(s) must let us know immediately in writing. The other depositor(s) can withdraw all of the funds in the account.

(3) **Trust Accounts.** An account may be opened by an individual who names himself or herself as trustee for personal purposes. Other trust accounts may be opened as fiduciary accounts.

(4) **Accounts with Payable on Death (P.O.D.) Authorization.** If you have an individual or a joint account and you so wish, you may sign a "payable on death" (also known as P.O.D.) authorization to name a beneficiary who will own the account (subject to other terms of these Rules) after your death, or if this is a joint account, after the last one of you dies. We will, after your death(s), pay the remaining balance of the account to the beneficiary last designated by you according to our records. This authorization cannot be applied to checking accounts and only one beneficiary is allowed per account.

If a natural person named in a P.O.D. authorization is alive at the time of your death (or in the case of a joint account, on the death of the last of you to die), the account will be paid to the person named in the P.O.D. authorization. Death of a natural person named in a P.O.D. authorization before you (or in the case of a joint account, before the last of you to die) will terminate the P.O.D. authorization, and the account will be paid to your estate (or in the case of a joint account, to the estate of the last of you to die). If the natural person named in a P.O.D. authorization dies after you (or in the case of a joint account, after the death of the last of you to die) but before the funds can be paid, the funds will be paid to the estate of the person named in the P.O.D. authorization.

**The rules in this paragraph apply only in the event that a beneficiary other than a natural person is named in a P.O.D. authorization.** If the beneficiary named in a P.O.D. authorization is in existence at the time of your death (or in the case of a joint account, on the death of the last of you to die), the account will be paid to the beneficiary named in the P.O.D. authorization. If the beneficiary ceases to exist before you die (or in the case of a joint account, before the last of you to die), the P.O.D. authorization will terminate and the account will be paid to your estate (or in the case of a joint account, to the estate of the last of you to die). If the beneficiary named in a P.O.D. authorization ceases to exist after you die (or in the case of a joint account, after the death of the last of you to die) but before the funds can be paid, the funds will be paid to the legal representative of the beneficiary named in the P.O.D. authorization.

P.O.D. authorizations are available only at our Hawaii branches; P.O.D. authorizations are not available at our Guam or CNMI branches. If you have an existing account with a P.O.D. authorization at one of our Guam or CNMI branches, the account will be treated as an "in trust for" account as described in Paragraph 2B(2) and is governed by these Rules as applicable. Subject to the foregoing, you can change or delete a P.O.D. authorization during your lifetime by contacting your branch.

B. **Fiduciary Accounts.** Fiduciary accounts are subject to special legal rules. You may be required to provide us with satisfactory legal documents identifying the rights, duties and responsibilities of the parties. We may refuse to follow your instructions if we believe they are inconsistent with such documents, applicable law or these Rules. Personal fiduciary accounts include the following:

(1) **Uniform Transfers to Minors Account.** An account may be opened for a minor in Hawaii under the Uniform Transfers to Minors Act subject to certain legal restrictions. An account may be opened for a minor in Guam under the Guam Uniform Gift to Minors Act. You must furnish us the child's Social Security Number and name yourself or someone else to control the account for use and benefit of the minor. This type of account is not available in the CNMI.

(2) **“In Trust For” Accounts.** “In trust for” accounts may be opened at our Guam and CNMI branches by designating an account to be held by you (the trustee(s)) “in trust for” one or more other persons (the beneficiaries). If we have received no evidence of a valid written trust, all funds in such an account will, upon the death of the last surviving trustee, be paid to the beneficiary, if living, or if there is more than one living beneficiary, to the living beneficiaries jointly, subject to our right of setoff against the debts of any of the trustees or any of the beneficiaries. You may revoke the trust designation at any time and may otherwise use the funds, to the extent permitted by law. “In trust for” accounts can no longer be opened at our Hawaii branches. “In trust for” accounts opened at a Guam or CNMI branch and existing “in trust for” accounts at our Hawaii branches are governed by these Rules as applicable.

(3) **Retirement Savings Plans Accounts.** Individual retirement accounts (IRAs) and similar retirement accounts may be established in accordance with applicable law and our procedures for such accounts.

3. **Opening an Account.** Opening an account is subject to our ability to verify your identity and signature. We may require credit and employment references and we may obtain a report from a consumer reporting agency regarding your past handling of accounts. Federal regulations require us to have a correct U.S. taxpayer identification number (U.S. Social Security Number) for all accounts. If your account earns interest, you must certify the taxpayer identification number (unless you are a qualifying nonresident alien and you certify your status). We also have the right to refuse to open an account in any name.

4. **FDIC Insurance.** Qualified deposits with us are insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum permitted by law. Your insurance is limited. See the separate disclosures concerning FDIC insurance for more information.

5. **Bank’s General Rights.** We reserve the right to fix any minimum and maximum balances of your account, to limit the amount of any deposit or withdrawal, and to refuse to accept any deposit whenever we may choose to do so (including the absolute right to refuse to honor or accept for deposit any check or other item which cannot be imaged or reproduced at a reasonable cost). We may establish service charges which will be assessed if the balance in your account falls below the minimum balance we have set and we may change these minimum balances, minimum amounts and service charges from time to time.

6. **Deposits.** Deposits can be made in person at any of our branches, at video teller machines (VTMs), or by mail addressed to the branch where your account is maintained. If you qualify and have signed the necessary agreements, deposits can be made by electronic fund transfers or other prearranged methods. If you have a properly encoded ATMCard, debit card, MasterCard®, Visa® card, or any other similar card issued by us now or in the future, you may make deposits to your personal checking or Regular Savings account at certain First Hawaiian automated teller machines (ATMs). Arrangements may be made for automatic deposit of payroll and Social Security payments to personal accounts.

If you deposit checks or similar items in your account, we will act as your agent to collect them. If you have not endorsed the check or item, we have the right to endorse it for you. We may collect a check or other item deposited to your account by sending it for payment directly, or through other banks and clearinghouses, to the party on which it is drawn. If a deposited item is returned for any reason, we retain the right to charge the check or other item back to your account, to impose a reasonable service charge, and to the extent funds are not available in the account, to obtain a refund from you. Our right to charge your account may be exercised by us whether or not the actual check or other item (or a copy) can be returned to you.

If you deposit a “remotely created check” into your checking (all types), Regular Savings (all types), MaxiMizer, MaxiMizer Plus, Money Market Checking, or CheckSweep account, and we receive a claim that the remotely created check was not authorized by the accountholder described on the check, we may contact you for information concerning the remotely created check. A “remotely created check” is a check that does not bear the signature of the person on whose account the check is drawn and was not created by the paying bank. In addition, if we are required to make any reimbursement concerning a remotely created check you deposited, you agree that we can charge any account you maintain with us for the amount of any reimbursement we make and any other amounts associated with the remotely created check. In all cases, we reserve the discretion to permit or reject a deposit of a remotely created check for any reason or no reason.

If you make a deposit at a branch or First Hawaiian Bank envelope ATM on a Friday (or Thursday if we are closed on Friday) before our cut-off time of 6:00 p.m., we will consider that day to be the day of your deposit. If you make a deposit at a branch or at a First Hawaiian Bank envelope ATM on any other business day we are open before our cut-off time of 4:00 p.m., we will consider that day to be the day of your deposit. If you make a deposit at a First Hawaiian Bank no-envelope ATM on a business day before our cut-off time of 6:00 p.m., we will consider that day to be the day of your deposit. However, if you make a deposit after those cut-off times, or on a day we are not open, or at a branch open on Saturday, Sunday or bank holiday, we will consider that the deposit was made on the next business day we are open. The 4:00 p.m. cut-off time described previously is the earliest deposit cut-off hour that might apply. Some of our branches may have later cut-off hours. For deposits made at one of our branches with extended hours (later than our regular hours), later cut-off times generally apply. The cut-off times for ATMs and VTMs may differ from the cut-off times at our branches. You should ask about the deposit cut-off hour in effect at the location where you make deposits.

If you make a deposit at a First Hawaiian Bank VTM before our cut-off time of 6:00 p.m. Monday-Friday (excluding bank holidays), we will consider that day to be the day of the deposit.

We may refuse to accept a check for deposit if we have reason to doubt it may be collected. We may also refuse checks with two or more payees or two or more endorsements if we are unable to verify all signatures.

To protect us against a check or item being returned to us because of nonpayment, we may place a "hold" on the account for the amount of the check or item, which means that the amount may not be withdrawn immediately. Deposits at First Hawaiian ATMs are automatically placed on "hold" until we open the machine and process the deposited amounts and items. ATMs are opened at least once each business day. If a hold is placed on a deposit made at a First Hawaiian Bank VTM, you will be provided a receipt with the hold information at the time of the deposit.

If we place a "hold" on your account, we will tell you when the money will be available for withdrawal. We are not responsible for losses on checks and items accepted for collection unless we handle them carelessly. We are not responsible for checks or other items lost after they leave our possession.

Deposits transmitted through one or more automated clearinghouses to your account are provisionally credited until we receive final settlement of the deposit. You acknowledge the provisional nature of such deposits for all purposes and agree to pay back or refund the amount of any deposit for which we do not receive final settlement.

We accept certain items, such as checks payable at foreign locations or in foreign currencies and certain securities, on a collection basis only. We process these items individually and normally credit your account only when we receive payment; however, if we do credit your account and later do not receive payment, we may charge your account.

7. **Withdrawals.** Except as otherwise provided by law, or elsewhere in these Rules, you may withdraw funds from your account in the following ways:

A. **Checks (for Checking Accounts).** You can write checks on the account for any amount up to the available balance in your checking account or up to the available credit limit if you have a Yes-Check Reserve Line of Credit. Checks must be written in U.S. dollars.

B. **In Writing (for Regular Savings and MaxiMizer Accounts).** Withdrawals are permitted through payment to you or to a person specified on a non-negotiable withdrawal slip signed by you. You must complete and sign a withdrawal slip and present it at a branch. In addition, you may make a withdrawal via electronic signature at a First Hawaiian Bank VTM. Withdrawals may also be made upon written withdrawal requests signed by another person, but only if we have received evidence satisfactory to us that the other person has been legally authorized to withdraw money from your account (such as by a court order acceptable to us).

C. **Withdrawals In Writing.** You are permitted to make withdrawals by completing and signing a non-negotiable withdrawal slip and presenting it at one of our branches. In addition, you may make a withdrawal via electronic signature at a First Hawaiian Bank VTM. Withdrawals may also be made upon written withdrawal requests signed by another person, but only if we have received evidence satisfactory to us that the other person has been legally authorized to withdraw money from your account (such as by a court order acceptable to us).

D. **Automated Terminals (for Checking and Regular Savings Accounts).** If you have a properly encoded ATMCARD, debit card, MasterCard®, or Visa® card issued by us, or any similar card issued by us now or in the future, you may use your card to withdraw funds at certain automated terminals (such as First Hawaiian ATMs and any other ATMs that are part of a network in which we participate and in which your card is accepted). You may also use your card at all First Hawaiian ATMs to transfer funds between your First Hawaiian accounts. For a complete listing of the types of withdrawals (and limitations on withdrawals) available at automated terminals, see the separate agreement covering use of your card.

E. **Point of Sale Transactions (for Checking Accounts).** If you have a properly encoded ATMCARD or debit card issued by us, or any similar card issued by us now or in the future, you may use your card for point of sale purchases from participating merchants. For a description of the available uses of the card, refer to the separate agreement covering use of your card.

F. **Preauthorized Transfers.** Withdrawals can be made by means of preauthorized agreements as follows:

(1) You may use an electronic device or touch-tone telephone to transfer funds from your account to other First Hawaiian accounts or make payments from your account in amounts and on dates you specify, provided appropriate agreements have been completed.

(2) You can authorize automatic payments or transfers from your account in amounts and on dates you specify as a result of arrangements and agreements you have made in writing with another person, company, government agency, or us, provided such arrangements and agreements are satisfactory to us.

(3) For MaxiMizer and Money Market Checking accounts, you may also use a telephone to transfer funds from your MaxiMizer or Money Market Checking account to a linked First Hawaiian Bank checking or Regular Savings account, provided appropriate agreements have been completed. The MaxiMizer or Money Market Checking account authorization to transfer funds by telephone can only be changed or revoked in writing.

(4) By providing a third party with your account number or other information about your account, you may authorize a third party to issue checks or drafts drawn on your account that you do not sign, which means the third party can transfer funds out of your account. A check that does not bear the signature of the person on whose account the check is drawn and was not created by the paying bank is called a "remotely created check." If your statement shows any remotely created checks that you did not authorize, you need to contact us within 30 days (using the phone number shown above on the first page of the "Important Information" document or on your monthly statement), and we may ask you to sign an affidavit regarding your claim. When you report a problem to us about a remotely created check, we will forward your claim to the third party's bank. We will not reimburse you for the amount of any claim until we have received reimbursement from the third party's bank. If you do not make a timely report of your claim or if the third party can prove that you authorized the remotely created check, you will not receive any reimbursement.

8. **Possible Limitations on Withdrawals.** In addition to limits stated elsewhere in these Rules, we can refuse to permit withdrawals from an account. For example, we may, but in certain cases do not have to, refuse to permit a withdrawal from an account under any one of the following circumstances:

A. Pursuant to federal regulations, we must retain the right to require a 7-day waiting period before you withdraw money from the Bonus Checking account, the money market subaccounts for both interest bearing and non-interest bearing checking accounts as referred to in Paragraph 20.F of these Rules, Regular Savings account, MaxiMizer account, Money Market Checking account, Christmas Club account, Bank Bill, Premium Bank Bill, Certificate of Deposit or similar types of interest-bearing accounts available in the future. But this does not necessarily mean we will ever ask for the 7-day period. Moneys may be paid by us voluntarily without such notice and without thereby waiving our right to require such notice. In the event we ask for the 7-day period, it will apply to all Bonus Checking accounts, the money market subaccounts for both interest bearing and non-interest bearing checking accounts as referred to in Paragraph 20.F of these Rules, Regular Savings accounts, MaxiMizer accounts, Money Market Checking accounts, Christmas Club accounts, Bank Bills, Premium Bank Bills, Certificates of Deposit or similar types of interest-bearing accounts available in the future, and your funds will be available for withdrawal 7 days after such notice is given.

B. If a withdrawal would include amounts deposited in the form of a check or other item on which we placed a "hold" or amounts pledged as collateral for credit and placed on "hold."

C. If a court or government agency orders us not to permit withdrawal.

D. If you make a withdrawal for more than you have in your account or the funds you wish to withdraw are not yet available.

E. If the person with whom you have a joint account tells us not to allow withdrawals.

F. You use a type of check that is not acceptable to us.

G. You do not present proper identification.

H. We have some suspicion of fraud or irregularity.

I. We are aware of any dispute pertaining to the account.

J. If the withdrawal is subject to or prohibited by sanctions, restrictions, or regulations imposed or administered by the U.S. Office of Foreign Assets Control or similar government agency.

9. **Interest-Bearing Accounts.** For all interest-bearing checking, savings and Time Deposit accounts, including Bonus Checking accounts, Regular Savings accounts, MaxiMizer accounts, Money Market Checking accounts, and for Christmas Club or similar types of interest-bearing accounts available now or in the future, interest will be paid on deposits at the rate, by the methods, and at the times determined and fixed from time to time by us. For variable rate accounts, you are informed about the interest rate in effect when the account is opened, but the rate is variable and will be subject to change. If you close your account between interest payment dates, you will receive no interest for the current period.

10. **Statements; Reporting Errors Promptly.** We will provide statements to you monthly for checking, Money Market Checking, and MaxiMizer accounts. For Regular Savings accounts, statements will be provided at least quarterly. If you receive one of the Bank's combined statements which includes your Regular Savings account, you will receive your Regular Savings account statement monthly. For certificate of deposit (CD) accounts, statements will be provided annually. Periodic statements may not be provided for Christmas Club accounts. For checking accounts, Money Market Checking, and

MaxiMizer accounts, we will mail or hold all statements, depending on your instructions. For Regular Savings and CD accounts, we will mail all statements. If we mail your statements and other notices, they will be mailed to you at the last address shown in our records for your account. If your account is a joint account, we will send just one statement. You should record all transactions in your account register and keep your register current by reconciling it with the periodic statements provided by us.

If we hold your statements and they are not picked up within 30 days, we will mail them to you at the last address shown in our records. If mailed statements are returned to us because of an incorrect address, we may stop mailing them to you. If statements and other notices are returned to us undelivered, we may destroy them immediately.

It is very important to examine each statement and report any discrepancies promptly after it is made available. A statement is "made available" at the time we mail it, deliver it, or place it on hold, whichever occurs first. The primary evidence of the amount in your account will be our books and records.

For all transactions involving electronic fund transfers (such as ATM transactions, preauthorized electronic transfers, etc.) made to personal accounts, your rights to correct errors or ask questions are set forth in a notice concerning error resolution procedures which you have received and will receive from time to time. Deposits made by electronic fund transfers or other prearranged methods will be reported in your statement.

For other transactions, you must examine your statement with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss will generally include not only the unauthorized items on the statement, but also any subsequent items involving unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 30 days from when the statement is first sent or made available to you.

Upon receipt of your deposits, we may provisionally credit your account for the amounts on the deposit slip, subject to later verification. You must ensure that the amounts on the deposit slip are correct even if you did not prepare the deposit slip. If we later determine that the amounts on the deposit slip are incorrect, we may adjust (debit or credit) your account. However, if the error is less than our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within 30 days from when the statement is first sent or made available to you. After this notice period has passed, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property, and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become the Bank's property. The Bank may change its standard adjustment amount from time to time without notice to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 30 days from when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 30-day limitation is without regard to whether we use ordinary care. The limitation in this paragraph is in addition to that contained in the preceding paragraph of this section.

11. **Fees.** We have provided you with a schedule of charges which lists the fees charged for the account and certain services. If your account requires us to incur special expenses, we may charge you for those also. To the extent required by law, we will notify you prior to any adverse change to our schedule of charges. You agree to pay these fees and charges. You give us the right to collect all fees and charges, as earned, directly from your account balance. You will have to pay our fees and expenses (including, without limitation, collection agency costs, reasonable attorneys' fees even if no lawsuit is filed, and court costs) if we incur any such fees and expenses in connection with (a) any dispute or litigation involving your account in which we are not at fault, or (b) if we file a lawsuit or take any action to collect what you owe us, or (c) as explained in Paragraph 17 of these Rules.

12. **Checks Cashed Conditionally.** All checks cashed, except for Bank checks cashed at the branch on which they are drawn, are cashed conditionally. These checks or other items are subject to final payment to us. If the amount of such check or other item is not received by us, we may charge back the amount to your account, even if the actual check or item is not returned to us.

13. **Transferring Account Ownership.** You may not transfer ownership of your account to another party unless you close your account and have the new owner open a new account in his or her name. Your account is not negotiable or transferable. We are not required to accept, pass upon or acknowledge any attempted assignment or notice of a security interest in your account. We will not be bound by such attempts unless we otherwise agree in writing and we may charge a fee for this service. If we do not acknowledge an assignment or security interest in your account, we will not be liable to you or to a third party for any failure to abide by the terms and conditions of the assignment or security interest agreements between you and the third party.

14. **Inactive Accounts; Unclaimed Property Laws.** We will treat as inactive any checking account held at a Hawaii or Guam branch if it has no transactions (other than transactions we initiate) for one (1) year. We will treat as inactive any Regular Savings, Money Market Checking and MaxiMizer account held at a Hawaii or Guam branch if it has no such transactions for three (3) consecutive years. We will treat as inactive any checking account held at a CNMI branch if it has no transactions for six (6) months. We will treat as inactive any Regular Savings, Money Market Checking and MaxiMizer account held at a CNMI branch if it has no such transactions for one (1) year. If your account is inactive we are not obligated to provide you with statements, and the account will remain subject to applicable service charges.

Also, your accounts are normally subject to the unclaimed property laws or escheat laws of Hawaii, Guam, the CNMI or another jurisdiction. Applicable law generally depends on your last known address, as shown in our records. If an account remains inactive for the number of years specified by applicable law, and you do not communicate with us or take other steps specified in that law, we must transfer the proceeds of your account to the relevant jurisdiction, and we will no longer owe you that amount. To avoid that possibility, please periodically communicate with us in writing about any account that has no recent activity.

15. **Setoff.** If you ever owe us money, whether contracted by you alone or jointly and/or severally with another or others, we may use the money from any account you have with us to pay the debt, except as limited by law. This is known as the "right of setoff." For your accounts, including accounts that you hold with others, we may exercise this right of setoff to repay the debt of just one of you, even if the other account holder(s) deposited all of the funds in the account. We may choose to place a hold against the account to the extent of our right of setoff rather than immediately deducting the funds.

16. **Legal Process.** If we are served with any legal process related to your account (subpoena, writ of attachment or execution, levy, garnishment, search warrants, restraining order, or similar order), we may hold funds or deliver to the levying authority funds in your account and charge a fee to recover our expenses. Depending on the type of order, we will either deliver the funds immediately or hold it for a required period of time. If we use funds from a Time Deposit account, the funds are subject to any early withdrawal penalty that applies. If we are served with any legal process, we may refuse withdrawals until the dispute is resolved if we deem it appropriate to protect our interests. We will not be liable to you even if paying money to a creditor leaves insufficient funds to cover outstanding checks.

17. **Conflicting Claims.** If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party to all or a portion of the funds in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the funds in your account during any time necessary to resolve the dispute, claim, or concern to our satisfaction. If we cannot do so, you agree that we may at our option deposit the funds in your account with a court and ask the court to determine to whom the funds belong. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. You agree to reimburse us for our expenses, including attorneys' fees and expenses, arising out of any dispute, claim, or concern and our response to it.

18. **Closing Your Account.** You may close your account at any time by notifying us in writing of your intent to close your account. Writing a check for the balance of your checking account or Money Market Checking account is not sufficient written notice to close your account. You or we may close your Time Deposit at maturity without notice. We reserve the right to close an account for any reason. Checking and savings accounts with a zero balance for thirty (30) consecutive calendar days may be closed automatically. The account is created for personal use only; in addition to all of our other rights, we may close the account if it is being used for business activity. All rights and obligations which have accrued and damages arising from a breach of these Rules or the law shall survive the closing of your account. If you have periodic payments deposited directly to your account or preauthorized debits subtracted from your account, you must notify the third party initiating the payments or debits if your account is being closed for any reason, or if your account number changes. We are not responsible for payment of any check, withdrawal, or other item once your account is closed, but if we pay a check or withdrawal item after closure, you agree to reimburse us for payment. After your account closes, we may return any debits or payments we receive.

19. **Powers of Attorney.** We may refuse to honor powers of attorney which you grant to others except to the extent that acceptance is required by the Hawaii Uniform Power of Attorney Act. If you want others to have access to your account, see a bank representative well in advance of the date access is required. Powers of attorney will ordinarily not be accepted for fiduciary accounts except to the extent that acceptance is required by the Hawaii Uniform Power of Attorney Act.

20. **Special Checking Account and Money Market Checking Account Policies.**

A. **Bonus Checking Accounts.** Bonus Checking accounts are special interest-bearing accounts from which withdrawals may be made by checks. We reserve the right to convert a Bonus Checking account to a noninterest-bearing account 30 days after mailing a written notice to you.

B. **Overdrafts.** When we determine that you do not have enough available funds in your account, or through optional checking protection (such as a Yes-Check Reserve Line of Credit or Savings Link linked savings account) to cover an item, then we may decline or return the item without payment, in which case you may be assessed a non-sufficient funds fee. Or, we can pay the item and overdraw your account (an "overdraft item"), in which case you must immediately pay us the overdrawn amount, along with the fees and costs agreed to in Paragraph 11 above and in the Schedule of Charges provided

to you at account opening. We may charge you an overdraft fee immediately upon paying the overdraft item. Funds subsequently deposited into the account, including, without limitation, direct deposits of government benefits (for example, Social Security benefits), may be applied to the overdrawn amount and any applicable fees.

We authorize and pay overdrafts at our discretion, which means that we do not guarantee we will always, or ever, authorize and pay them. Prior payment of any item(s) that overdraws your account does not constitute a promise to pay any future item(s) that overdraws your account.

We will not authorize and pay overdrafts for ATM and everyday debit card transactions unless you ask us to. If you want us to consider authorizing and paying overdrafts on ATM and everyday debit card transactions, you must opt in for the DebitPlus service. You can enroll in DebitPlus by contacting any branch. If you do not want us to authorize and pay overdrafts on checks, certain electronic payments (i.e., ACH or recurring debit card transactions), or other debits, you must opt out for these overdrafts. You may opt out by contacting any branch.

**Impact of Holds.** To determine whether a transaction may cause an overdraft, it is important to understand that sometimes funds in your account are not available to pay for your items due to holds. Examples of holds include holds associated with pending items that have been authorized by you but have not yet been paid by us (described below), deposit holds (described in Paragraph 6), and holds related to cash withdrawals. Your Current Balance is your balance at the start of the day, plus or minus the transactions for that day. Your Available Balance is your Current Balance minus holds on your funds. When we determine that funds in your account are subject to a hold, then these funds are not available for withdrawal or payment of items. We usually make this determination at the end of the day when we pay items.

Debit card transactions frequently result in holds being placed on your account when you authorize the transaction. When you use your debit card, you authorize a merchant to approve the transaction you want to make. When a transaction is authorized, we tell the merchant that we will pay for the amount of the purchase later, when the merchant submits a request to be paid for the final transaction. Your debit card transaction is paid when the merchant presents it to us for payment—that is, when the merchant asks us to transfer the funds from your account to the merchant. It is important to know that authorization and payment of debit card transactions do not occur simultaneously—there can be days between your authorization and the merchant's request for payment from us.

We determine whether to overdraw your account and assess an overdraft fee using your Available Balance plus any optional checking protection (such as Yes-Check or Savings Link). We make this determination based on the amount of funds that are available to pay the item at the time of payment, not based on the amount of funds that were available when you authorized the item. It is important to know that the amount of available funds may change between the time you authorize an item and when the transaction is posted and paid.

Our authorization to a merchant will result in a hold on your checking account for the authorized amount. The hold typically will be removed when the transaction posts to your account, or after up to fifteen (15) calendar days, whichever comes first. A hold immediately reduces your Available Balance by the amount of the authorization request. If, while the hold is in place, you do not have enough available funds in your account to cover other transactions you may have conducted (such as a check you previously wrote), those items may overdraw your account or be returned unpaid. This may result in overdraft or non-sufficient funds fees.

When the hold is released, the funds that were held will not necessarily be used to pay the authorized debit card transaction. After the hold expires, the funds are added back to your Available Balance. We then determine whether you have sufficient funds available to pay the debit card transaction. If, after the hold is released, you no longer have sufficient available funds (including any optional checking protection) to pay the debit card transaction, the debit card transaction will overdraw your account, and you may incur an overdraft fee. This can occur even if your account did have sufficient funds available at the time of authorization, if you initiate other transactions that are paid before the authorized debit card transaction is paid. In other words, if other account activity has caused the funds available in your account to decrease below zero before the debit card transaction is paid, an authorized debit card transaction may overdraw your account and you may incur an overdraft fee.

Here is an example of how that can occur: on Monday, we authorize a debit card transaction when you have sufficient available funds to cover the authorization amount. A hold is then placed on your funds until the merchant presents the transaction to us for payment. On Tuesday, we process and pay another transaction (such as a check you previously wrote) that reduces your available funds below zero. If the merchant presents the original debit card transaction for payment on Wednesday, and the amount of funds available is now below the amount needed to pay the transaction, the debit card transaction may overdraw your account and you may incur an overdraft fee.

So, do not consider a transaction authorization as a guarantee there will be sufficient funds in your account to cover the transaction when it is paid.

The order in which we process transactions for payment can affect the total amount of fees charged when an account is overdrawn. Transactions may not be processed in the order in which they occurred. See the "Schedule of Charges and Other Information" applicable to your checking account for information about transaction processing order.



In the event of an overdraft on a joint checking account, each of the joint accountholders will be liable to repay us the overdrawn amount, even if only one of the joint accountholders signed the check or made the electronic funds transfer that caused the overdraft. In any case, we may charge you applicable fees for these overdrafts as shown in the current schedule of charges.

If you are a personal customer and your check is returned by us due to insufficient or uncollected funds, in certain situations some payees may represent your check for payment electronically. We have no control over whether the payee will utilize this method of collecting funds electronically.

**Optional Savings Link.** You may choose to link your personal Regular Savings or Priority Savings account to your checking account to help protect against overdrafts on your checking account. You can link eligible accounts and elect to use Savings Link for overdraft protection by visiting any branch. Overdraft protection via Savings Link cannot be combined with a Yes-Check Reserve Line of Credit.

Savings Link automatically transfers available funds from your eligible savings account to your checking account when an overdraft on your checking account occurs. A single Savings Link Transfer Fee will be assessed to your checking account any day a transfer is made regardless of the number of transactions covered.

Savings Link transfers from your eligible savings account will be made in the amount needed to cover your overdraft (minimum transfer of \$25), plus the Savings Link Transfer Fee, not to exceed the Available Balance in your eligible savings account. If the Available Balance in your eligible savings account is less than either \$25 or the amount needed to cover the overdraft, we will transfer the available balance of the eligible savings account to your linked checking account, and you may be assessed an overdraft or non-sufficient funds fee as applicable. After the transfer, if the checking account is still overdrawn, the Savings Link Overdraft Transfer Fee will not be charged.

See the schedule of charges applicable to your checking account for the current Savings Link Transfer Fee.

**Optional Yes-Check Reserve Line of Credit.** For personal checking accounts, if you have signed up for our Yes-Check Reserve Line of Credit, we may lend you money to cover the overdraft under the terms of the Yes-Check agreement.

**Continuing Overdraft Fee.** If the end of day account balance (including any fees imposed by us) is overdrawn for seven consecutive days, we will charge you a one-time Continuing Overdraft Fee.

C. **Stop Payments.** If you do not want us to pay a check, a stop payment request may be made by you orally or in writing. If information you provide us is incorrect, we may not be able to carry out your request, and we will not be responsible or liable to you or anyone else if we do not stop payment on the check. There will be a fee for stop payment requests, as shown in the current schedule of charges. A stop payment order is effective for 6 months, but can lapse after 14 calendar days if the original order was oral and you do not respond to our request for written confirmation within that period. A stop payment order may be renewed for additional 6-month periods by providing us with written notice within a period during which the stop payment is in effect.

D. **Postdated or Conditional Checks; Stale- Dated Checks.** You may not write postdated (dated later than the date on which the check was written) or conditional checks (checks which are payable only if a later condition occurs) on your account. If you do, we may, at our sole discretion, charge such checks against your account without regard to whether the date of the check has passed or the condition has been met. You will have all risks and losses resulting from our payment or return of such checks. At our choice, we may return postdated and conditional checks and charge you a fee for doing so. We may pay or refuse to pay staledated checks (checks that you have written which are more than six (6) months old). If you do not want a staledated check to be paid, you should ask us to place a stop payment on the check.

E. **Check Form Restrictions.** You agree that you will not issue any check with printed material on its back, or deposit any check with printed material placed by you on its back, that may adversely affect the ability of the bank to endorse the check legibly in accordance with Regulation CC of the Federal Reserve Board. You must use the forms of checks and other instruments approved by us. We have a right to return unpaid any check which is not on an approved form or any check which is not completely filled in or is incorrectly filled in. You must endorse your check correctly. We will not be responsible for any loss you incur if your check is improperly endorsed. You agree to indemnify and hold us harmless from any damages, losses or claims, including reasonable attorneys' fees and costs, arising out of your breach of this agreement. See our "Rules for Printing and Endorsing Checks," contained in these Rules, for additional information.

F. **Subaccounts.** All personal checking accounts, opened at one of our Hawaii branches will consist of two subaccounts: a checking subaccount and a money market subaccount. The two subaccounts will not affect your balance, interest earned (if your checking account earns interest), fees, access to, and features of your checking account, including FDIC coverage. Periodically, we will transfer funds in the checking subaccount to the money market subaccount when such funds are not needed to pay checks, debits or other items drawn on your checking account. All checks, debits and other items will be paid from balances credited to the checking subaccount. All deposits and credits will be credited to the checking

subaccount. We will periodically re-allocate the balances between the subaccounts to make funds available in the checking subaccount to pay checks, debits and other items drawn on your checking account.

These transfers between the checking subaccount and the money market subaccount will be the only transactions in the subaccounts and will not appear on your monthly statement. Because both subaccounts are used for internal purposes only, you cannot access these subaccounts directly. You can access your checking account as described elsewhere in these Rules.

If your checking account earns interest, the interest rate and annual percentage yield on your checking account will be calculated and compounded as we have disclosed to you, and will apply to the combined balance in both subaccounts. Therefore, a single interest rate and annual percentage yield earned will appear on your monthly statement. If your checking account does not earn interest, no interest will be paid on either subaccount. The combined balances of both subaccounts will be used for determining whether monthly service charges apply to your checking account.

21. **Authorized Signers.** For all accounts, the person or persons authorized to sign checks, instruments, orders, documents or other instructions on or related to your account are specified on the account signature card or other accepted document. No change in authorized signers will be effective until we have received written notice of the change and have had time to approve and act on it. You authorize us to honor any checks, instruments, orders, documents, or other instructions so signed, even if it will directly benefit the person(s) signing. You are responsible for all transactions initiated on your account by authorized signers including but not limited to any overdrafts to your account. We are not obligated to inquire into the circumstances of any transaction.

We are allowed to pay checks and other items against your account on the basis of any single authorized signature, regardless of any statements to the contrary in any account documents or in any communications you furnish to us. If you include more than one authorized signature on a check or other item drawn against your account, your use of multiple signatures is solely for your own convenience and internal control purposes, and is not binding on us.

22. **Definition of Business Day.** Business days shall mean Monday through Friday, except for bank holidays.

23. **Monitoring Telephone Calls.** Our supervisory personnel may listen to and record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

24. **Changes to These Rules; Waiver.** We reserve the right to change these Rules to the extent permitted by law at any time by mailing a notice of change to you at the last address shown in our records for your account. Notices may be given to you by separate mailing or by a message printed on a periodic account statement.

We may waive any of these Rules or the terms and conditions of your account on a onetime basis, if permitted by law, even though we have not done it before and may not do it again. These Rules are severable or separate; each stands alone. The fact that one or more of them may be determined by a court to be unenforceable shall not affect the enforceability of the remaining Rules.

25. **Automated Check Processing; Legends on Checks.** We have adopted collection and payment procedures so that we can process high volumes of items at reduced cost to our customers. We do not visually examine most checks for dates, signatures, legends or endorsements. We visually examine only those items we select according to criteria that may change from time to time. Although some checks are examined individually, you agree that reasonable banking standards allow automated processing without any individual inspection and that such procedures do not violate any duty of ordinary care. You also agree that because we do not individually examine most checks, it is critical for you to take care of your checks, to review your account statement promptly, and to report immediately any suspicious or unauthorized activity. You therefore agree to review your statement carefully as provided by Paragraph 10 of these Rules.

The automated procedures we use rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, we have no duty to comply with any legend or other statement on any check or other instrument used to draw on your account, such as statements printed on checks that say "void after X days," "not valid over \$X" or "two signatures required if over \$X." These types of legends or statements are not binding on us.

26. **Emergency Situation.** In the event of an emergency situation beyond our reasonable control, such as an "act of God", war, fire, or natural disaster, services involving your account could be available only in a modified or reduced form or could be entirely unavailable. Unless expressly prohibited by applicable law, you agree that we will have no liability to you for such modification, reduction, or unavailability of services caused by an emergency situation.

27. **VTM Transactions.** Except as expressly set forth in these Rules to the contrary, transactions conducted at a First Hawaiian VTM will be treated as a transaction conducted at a First Hawaiian branch. In the case of a dual purpose teller machine (i.e., a teller machine that can serve as both a VTM and an ATM), the dual purpose teller machine will be treated as a VTM when it is functioning as a VTM and will be treated as an ATM when it is functioning as an ATM.

28. **Agreement to Arbitrate Claims.** **PLEASE READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.** Under the terms of this

Arbitration Provision, except as set forth below, Claims (as defined below) will be resolved by individual (and not on behalf of others, as a class or other representative) binding arbitration in accordance with the terms specified herein, if you or we elect it.

### **YOUR RIGHT TO OPT OUT**

**THIS ARBITRATION PROVISION AMENDS OUR PRIOR AGREEMENTS AND IT COVERS ALL DISPUTES ARISING OUT OF OR RELATING TO YOUR ACCOUNT OR THIS AGREEMENT, REGARDLESS OF WHEN OR HOW THEY AROSE. IF YOU DO NOT WANT TO ARBITRATE DISPUTES, YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT, AS STATED BELOW.**

### **Agreement to Arbitrate Claims**

At the election of either you or us, any demand, cause of action, complaint, claim, dispute, asserted right, or request for monetary or equitable relief ("Claim") between us arising out of or relating in any way to this agreement or your account, any of the products or services we provide to you in connection with your account, any transactions or activity on your account, or the events leading up to your becoming an account holder (for example, advertisements or promotions), including (without limitation) Claims based on contract, tort, fraud, agency, negligence, consumer protection law, statute or regulatory provisions or any other source of law will be resolved by individual (not class-wide or collective) binding arbitration. For purposes of this provision, "you" includes yourself, any joint accountholder, authorized user on the account, and any of your agents, attorneys-in-fact, beneficiaries or assigns, or anyone acting on behalf of the foregoing, and "we" or "us" includes our employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns, and to the extent included in a proceeding in which First Hawaiian Bank is a party, its service providers and marketing partners. Notwithstanding the foregoing, the term "Claim" excludes any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below, since you and we agree that a court will decide such disputes or controversies.

**IF ARBITRATION IS ELECTED BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OF THE SELECTED ADMINISTRATOR.**

As an alternative to electing arbitration, you and we may pursue a Claim within the jurisdiction of the Small Claims Division of the District Court in Hawaii, or the equivalent small claims court in your home jurisdiction, provided that the action remains in that court, is made on behalf of or against you only and is not part of a class action, private attorney general action, or other representative or collective action.

### **Class Action Waiver**

**If either you or we elect to arbitrate a Claim, all disputes must be arbitrated on an individual basis. Neither you nor we will have the right: (a) to participate in a class action, private attorney general action, or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other person. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claim for which you seek class-wide relief, then the parties' Arbitration Provision, except for this sentence, shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Provision shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

### **Electing Arbitration**

If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the "Notice"). Your Notice to us shall be sent to First Hawaiian Bank 999 Bishop St., Honolulu, Hawaii 96813, ATTN: General Counsel ("Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit. For example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court, will serve as Notice. If you or we commence litigation of a Claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator selected pursuant to the section below titled "Arbitration Administrator and Rules."

### **Arbitration Administrator and Rules**

The party electing arbitration must choose between one of two administrators: (1) Dispute Prevention and Resolution, Inc. ("DPR"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules/codes, and more information about initiating an arbitration, by (1) contacting DPR at (808) 523-1234 or visiting <https://dprhawaii.com/>, or (2) contacting JAMS at (800) 352-5267 or visiting [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Arbitration Provision. If neither DPR nor JAMS can serve, then the arbitration proceedings may be administered by another qualified organization we jointly select or by an arbitration

organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act. The Claim will be heard before a single arbitrator. The arbitration will not be consolidated with any other arbitration proceedings.

#### **Arbitration Costs**

We will pay the filing, administrative and/or arbitration fees ("Arbitration Fees") that we are required to pay pursuant to the administrator's rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the administrator's rules in connection with an individual arbitration you have commenced against us: (i) if the amount of your Claim does not exceed \$75,000 and we receive a written request by you at the Notice Address, we will pay or reimburse you for your payment of said Arbitration Fees; (ii) if the amount of your Claim exceeds \$75,000 and we receive a written request by you at the Notice Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of the Arbitration Fees from the arbitration administrator. The arbitrator shall resolve each dispute in accordance with applicable law.

#### **Place of Arbitration**

Any arbitration hearing that you attend will take place at a venue within the federal judicial district where you reside.

#### **Law Applied by Arbitrator**

The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award any relief that would have been available in court.

#### **Governing Law**

This agreement evidences a transaction in interstate commerce, and thus, notwithstanding any other choice of law provision contained in this agreement, the Federal Arbitration Act shall govern the interpretation and enforcement of this Arbitration Provision. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver, are for a court to decide, not the arbitrator. Federal courts state or territory where the account was opened will have the exclusive power to decide such issues of validity, enforceability, coverage or scope.

#### **Arbitration Results and Right of Appeal**

At the timely request of either party, the arbitrator must provide a brief written explanation of the basis of the award. A party can file with the administrator a written appeal of a single arbitrator's award within thirty (30) days of award issuance, requesting a new arbitration in front of three neutral arbitrators designated by the administrator. The panel of three neutral arbitrators will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction. Judgment upon any arbitration award may be entered in any court having jurisdiction.

#### **Survival and Severability**

This Arbitration Provision shall survive: (1) the closing of your account and the termination of the deposit relationship between us; and (2) any receivership by you or us, and any transfer by us of your account. If any portion of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver.

#### **Right to Opt Out of Arbitration**

You may opt-out of having to arbitrate disputes without affecting any of your rights and obligations as our customer. If you want to opt-out of arbitration, you must mail written notice of your decision to us which includes your name(s), account number, and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your account agreement (the "Opt Out Notice"). To be effective, your written Opt Out Notice must be (1) sent to us by first class mail or certified mail, return receipt requested, at 999 Bishop St., Honolulu, Hawaii 96813, ATTN: General Counsel; and (2) signed by you (both or all of you, if more than one) including the information set forth above. We must receive your Opt Out Notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of this agreement. If the Arbitration Provision of your agreement has already been delivered or otherwise made available to you, amendments to your agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

29. **Waiver of Jury Trial; Venue.** If for any reason we do not engage in arbitration regarding a dispute and a lawsuit is commenced, the Bank and you each waive trial by jury in any action, proceeding, or counterclaim brought against the other on any matter arising out of or in any way connected with your accounts or these Rules. You and the Bank agree that the only permissible venue for any such action shall be in a federal, state, territorial or commonwealth court having jurisdiction and sitting in and for the judicial district, circuit or other division (however named) where a branch of the Bank holding one or more of your accounts is located. This waiver of trial by jury and this agreement as to venue apply, without limitation, to any class action in which either party is a class representative, or in which another person or entity serving as a class representative asserts claims on behalf of you or the Bank as a member of a class.

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## WITHHOLDING OF INCOME TAX

You agree to provide us with your correct U.S. Taxpayer Identification Number (TIN). For most individual taxpayers, the TIN is the Social Security Number. You must also certify under penalty of perjury that you are not subject to backup withholding.

We may be assessed with a fine by the Internal Revenue Service if we report an incorrect TIN or if you do not provide us with your TIN. You authorize us to charge your account for any fine assessed against us because you provided us with an incorrect TIN or you failed to provide us with a TIN.

We may withhold a portion, as prescribed by law, of each interest payment made to any of your accounts, if:

- You fail to provide us with appropriate information,
- The Internal Revenue Service (or the appropriate taxing authority, if applicable) instructs us to withhold, or
- The Internal Revenue Service (or the appropriate taxing authority, if applicable) notifies you that you are subject to backup withholding.

Certain penalties may also apply for failure to furnish a TIN, to report certain payments, or for falsifying information.

If you are exempt from backup withholding and information reporting, you should furnish your TIN and indicate your exempt status on the account signature card. We reserve the right to refuse to open any account for which you do not provide a TIN.

If you are a non-resident alien, it is your responsibility to determine (and periodically update) your status with respect to U.S. tax reporting requirements. As a courtesy, we may remind you when your status must be updated; however, we are under no obligation to do so. You must update your status when necessary even if we have not reminded you. You may be subject to backup withholding if your status is not properly documented to us.

For additional information, contact your tax advisor, the Internal Revenue Service, the CNMI Department of Finance (if applicable), or the Social Security Administration if you are an individual and wish not to have a Social Security Number.

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## CHECK HOLD POLICY FOR CHECKING ACCOUNTS

(Does not apply to Money Market Checking accounts)

The following policy applies to deposits made at one of our Hawaii, Guam or CNMI branches. (Holds on other types of deposit accounts are placed at our discretion.)

### YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR FIRST HAWAIIAN BANK CHECKING ACCOUNT

Our policy is to make the funds that you deposit by cash or electronic payment available to you immediately, and to make the funds that you deposit by check available to you on the first business day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written or other items you have authorized.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit at a branch or First Hawaiian Bank envelope ATM on a Friday (or Thursday if we are closed on Friday) before our cut-off time of 6:00 p.m., we will consider that day to be the day of your deposit. If you make a deposit at a branch or at a First Hawaiian Bank envelope ATM on any other business day we are open before our cut-off time of 4:00 p.m., we will consider that day to be the day of your deposit. If you make a deposit at a First Hawaiian Bank no-envelope ATM on a business day before our cut-off time of 6:00 p.m., we will consider that day to be the day of your deposit. However, if you make a deposit after those cut-off times, or on a day we are not open, or at a branch open on Saturday, Sunday, or federal holiday, we will consider that the deposit was made on the next business day we are open. The 4:00 p.m. cut-off time described previously is the earliest deposit cut-off hour that might apply. Some of our branches may have later cut-off hours. For deposits made at one of our branches with extended hours (later hours than our regular hours), later cut-off times generally apply. The cut-off times for ATMs and VTMs may differ from the cutoff times at our branches. You should ask about the deposit cut-off hour in effect at the location where you make deposits.

If you make a deposit at a First Hawaiian Bank VTM before our cut-off time of 6:00 p.m. Monday-Friday (excluding bank holidays), we will consider that day to be the day of the deposit.

1. **Longer Delays May Apply.** In some cases, we will not make all the funds that you deposit by check available to you on the *first* business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the *third* business day after the day of your deposit. However, the first \$225 of your check deposits will be available on the *first* business day after the date of your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit.

If we are not going to make all of the funds from your check deposits available on the *first* business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made

directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the *eighth* business day after the day of your deposit.

2. **Holds on Other Funds to Allow Check Cashing.** If we cash a check for you that is drawn on another bank, we may withhold the availability of an equal amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$225 check for you, \$225 of funds already in your account will not be available until the *first* business day after the day we cashed the check.

3. **Holds on Other Funds to Allow Immediate Availability.** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw an equal amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. **Special Rules for New Accounts.** If you are a new customer, the following special rules apply during the first 30 days your account is open:

- A. Funds from deposits of cash will be available immediately.
- B. Funds from electronic payments into your account will be available the same business day as we receive them.

C. The first \$5,525 of a day's total deposits of U.S. Treasury checks, cashier's, certified, teller's, traveler's, Federal Reserve Bank, Federal Home Loan Bank, state and local government checks and Postal Money Orders will be available on the *first* business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available not later than the *ninth* business day after the day of your deposit. If you do not deposit the checks (other than U.S. Treasury checks) in person to one of our employees, the first \$5,525 may not be available until the *second* business day after the day of your deposit.

D. Funds from all other check deposits into new account will be available no later than the *eighth* business day after the day of your deposit.

5. **Continued Responsibility for Deposited Checks.** Even if we have already made the funds available for withdrawal, you are still responsible for any problem with the deposit, such as the return of a dishonored deposited check.

6. **Notices.** By maintaining your account with us, you agree that we can provide notice to you in any manner provided by law, including written notices, or notices sent electronically.

## RULES FOR PRINTING AND ENDORSING CHECKS

The Federal Reserve System has issued Regulation CC to implement the Expedited Funds Availability Act. The regulation requires banks to make funds from deposited checks available to customers on specific time schedules.

To meet these time schedules, the regulation establishes check endorsement standards which, when followed, will speed the processing of dishonored (not approved for payment) checks back to banks where the checks were deposited.

There are two important things you should know about this endorsement policy:

The image shows the front of a check. At the top left, the payor's name and address are printed: "JOHN SAMPLE", "1000 ALOHA STREET", "YOUR CITY, STATE 12087". To the right, the check number "101" is printed. Below the payor information, there is a line for the date, followed by "19\_\_" and "59-101/1213". The "PAY TO THE ORDER OF" line is blank. To the right of this line is a box for the dollar amount, followed by "DOLLARS". The bank's name, "First Hawaiian Bank", is printed in the center, with its logo to the left. Below the bank name, the address "900 BISHOP STREET, HONOLULU, HAWAII 96813" is printed. At the bottom, there is a "MEMO" line and a MICR line with the numbers "⑆00006784⑆ 123456789⑆".

FRONT

The image shows the back of a check, divided into two sections by a vertical line. The left section is labeled "TOP 1 1/2\"" and contains the text "Put your endorsement only in this area." The right section is labeled "LOWER AREA" and contains the text "Keep this area clear. Reserved for bank endorsements only."

BACK

1. You must keep your endorsement or other markings within the top 1 1/2" area on the back of the check. The remainder of the back is reserved for bank endorsements only (see sample above). Do not write or imprint any customer ID information, Social Security Numbers, license numbers, credit card numbers, or cash register or terminal imprint information in the area below the top 1 1/2" area.

2. You must not use purple ink to endorse your checks. Purple ink is reserved for use by the bank of deposit.

If a check you deposited has bank endorsements obscured by endorsements or markings, there may be a delay in learning whether the check is good or not. You may be held liable for any losses resulting from the processing delay. If you need to put identification information on checks you receive, use the front of the check in an area that does not obscure important information, such as dates, amounts, and signatures.

Any text or other information you preprint on the back of checks you issue must also be confined to the top 1 1/2" area. Carbon bands, logos, waivers or agreements that may obscure bank endorsements and cause a delay in the check's processing should not be placed in the lower area. Any liability resulting from such delay will be yours.

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## ELECTRONIC CHECK IMAGE EXCHANGE AND CHECKSTORAGE

We use the Electronic Check Image Exchange to electronically process and clear checks with other banks. With Electronic Check Image Exchange, paper checks are converted into digital images and electronically cleared between banks. The converted paper checks are destroyed by the remitting bank.

We use our CheckStorage service to store images of your cancelled checks. Under our CheckStorage service, we destroy the physical checks once they have been imaged.

## CHECK IMAGE SERVICES

We will retain copies of your checks that are transmitted to or received by us for seven (7) years. We will not be liable to you for our failure to provide copies of cancelled checks requested after seven (7) years from the date we received the check.

and posted it to your account. You may obtain a copy of a cancelled check upon request, subject to payment of any applicable fee in effect at the time of your request.

We will not be liable for any losses that you sustain in relation to an imaged check. If you sustain a loss relating to an official substitute check, you agree that we will not be liable for more than the face amount of the check or actual damages you incurred. You also agree that in no event will we be liable for any indirect, special, or consequential damages as a result of use of an imaged or substitute check. (A "substitute check" is a paper that contains an image of the front and back of the original check, is suitable for automated processing, and otherwise complies with specific and technical requirements under federal law. An "image" of a check or an "imaged check" is a photocopy or printed scan of a check and is not a "substitute check" under applicable law.)

If you specifically request that images of your cancelled checks be returned to you, you must maintain an account that permits the use of our Check Image Statements. A Check Image Statement will show the front side of each check that cleared your account. When you request a Check Image Statement, we will assess, as applicable, the Image Enclosure Fee in effect at the time of your request.

You may also access images of your cleared checks free of charge with our CheckImage service available through our FHB Online Internet banking. You may view or print images of the front and back of your cleared checks with this free service. Copies of checks printed through this service will not be substitute checks, but they will suffice for most purposes.

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## ELECTRONIC FUND TRANSFER AGREEMENT

1. **General.** Since some of your transactions with First Hawaiian Bank may involve a form of transfer known as Electronic Fund Transfers, we are providing you with this agreement which explains our mutual responsibilities and liabilities, as well as some other aspects of these transactions. Using your personal account for automatic deposits constitutes your request that we include information on your monthly statement that the payor provides with your deposit, which may include your Social Security number. This Agreement applies only to electronic fund transfers governed by the Electronic Fund Transfer Act, such as direct deposits, preauthorized transfers, automatic payments, and transactions where you authorize the payee to use your check to obtain information to initiate an electronic debit to your account. If you have signed up for specific electronic services, such as ATM or online banking access, see the agreements governing those services for specific terms regarding those electronic fund transfers. Certain other electronic transfers, often referred to as wire transfers, through Fedwire or other similar networks are governed by Article 4A of the Uniform Commercial Code and will be accepted for processing or change only at our discretion. When used in this Agreement, "you" or "your," means each and every person whose account is affected by any electronic fund transfer governed by the Electronic Funds Transfer Act. "We," "us," "our" or "Bank," means First Hawaiian Bank. The types of "transfers" you can make that are governed by this agreement include:

- Transfers from one of your accounts in the Bank to another account in or out of the Bank, whether made by telephone or otherwise;
- Payments from one of your accounts to the Bank or any other party;
- Deposits to your account;
- Withdrawals from your account; or
- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Your checking, Regular Savings, Money Market Checking or MaxiMizer account may be involved in electronic fund transfers if you have arranged with a person, company or government agency to have periodic deposits made to or transfers out of these accounts at the Bank, or you have arranged with the Bank in advance to make regular payments out of these accounts.

2. **Other Agreements.** Electronic fund transfers are subject to the terms of existing regulations governing deposit accounts and other agreements and disclosures for your checking, Regular Savings, Money Market Checking and MaxiMizer accounts, and any future changes as permitted by law.

3. **Our Right to Make Changes in Your Agreements.** We reserve the right to make changes in your agreements at any time. Unless the change must be made immediately for security reasons, we will tell you about any change that increases your expense or limits your use of electronic banking services at least 21 days before the change becomes effective.

4. **Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.



5. **Where to Report.** If you believe that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number and address shown above (on the first page of the "Important Information" document). You should also call or write to us at the telephone number and address shown above (on the first page of the "Important Information" document) if you believe a transfer has been made using the information from your check without your permission.

6. **Our Business Days.** Our business days are Monday through Friday, except for bank holidays.

7. **Electronic Services.** You may make electronic payments from and electronic deposits to your deposit account with us, as further described in the first paragraph of this section.

8. **Disclosing Account Information to Third Parties.** We may disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission.
- As described in our privacy policy provided to you when you opened your account, which is also available at any branch.

9. **Documentation of Transfers.**

A. **Preauthorized Deposits.** If you arranged to have direct deposits made to your account at least once every 60 days from the same person, company or government agency, you can call us at the telephone number shown above (on the first page of the "Important Information" document) to find out whether or not the deposit has been made. Preauthorized deposits will appear on your periodic statement.

B. **Preauthorized Payments.** If you arranged with other persons, companies or government agencies for payments to be made by automatic withdrawal from your checking or savings account with us, these withdrawals will appear on your periodic statement.

C. **Periodic Statements.** If you have a checking, Money Market Checking or MaxiMizer account, you will get a monthly account statement. If you have a Regular Savings account, you will get a quarterly savings account statement. However, if there are any electronic fund transfers in a particular month, you will get a savings statement that month, as well. If you receive one of the Bank's combined statements which includes your Regular Savings account, you will receive your Regular Savings account statement monthly.

10. **Preauthorized Payments.**

A. **Your Right to Stop Payment and Procedure for Doing So.** If you have arranged in advance with a person, company (including the Bank), or government agency to make regular electronic payments out of your account, you can stop any of these payments. Here's how: call or write to us at the telephone number and address shown above (on the first page of the "Important Information" document). We must receive your request three (3) business days or more before the payment is scheduled to be made. If we receive a timely stop payment request as to a series of regular electronic payments, we will stop all of the payments to the payee until you tell us to resume the payments. If you call with your stop payment order, we may also require you to put your request in writing and get it to us within 14 days after you call. We may also ask you to provide written confirmation that you have told the payee to stop taking the electronic payments (such as by providing us with a copy of your revocation of the authorization of the payments), and we will provide you with the address for sending this confirmation. If we require this confirmation and you do not provide it to us within 14 days, we may honor subsequent electronic payments withdrawn by the same payee without liability to you. We will charge you the current stop payment fee for each stop payment order you request. The fee is shown in the accompanying schedule of charges, which is a part of this agreement, and is subject to change from time to time.

B. **Notice of Varying Amounts.** If these regular payments vary in amount, the person, company or government agency that you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

C. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

11. **Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft protection credit line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- If you do not have enough money in your account because we placed a hold on your account or the account is subject to legal process or other claim.
- There may be other exceptions not specifically stated here.

12. **In Case of Errors or Questions About Your Electronic Transfers.** Call or write to us at the telephone number and address shown above as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the **first** statement on which the problem or error appeared. When reporting an error or requesting more information:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving New Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For New Accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

For purposes of these rules, an account is considered to be a "New Account" for 30 calendar days after the first deposit to the account was made.

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**Complete Checking Account Addendum**

In this Complete Checking Account Addendum (this "Addendum"), the words "you" and "your" mean the individual(s) opening a Complete Checking Account (your "Account"), and the words "we", "us", and "our" mean First Hawaiian Bank. This Addendum supplements the Deposit Account Rules and Regulations and Other Information (the "Agreement") that is applicable to your Account.

1. **The Benefits.** The benefits provided on the Complete Checking Debit Card (the "Benefits") are provided by Mastercard and its affiliates and contractors ("Mastercard"). By opening a Complete Checking Account (your "Account") and requesting a Complete Checking Debit Card (your "Card"), you will have access to the Benefits. First Hawaiian Bank does not provide or endorse the Benefits. We also do not make any warranties regarding the Benefits.

2. **Complete Checking Debit Card.** Your Card is free of charge. The Benefits are only provided in connection with transactions you make with your Card. You will have access to the Benefits as long as you have your Card and your Account is open and in good standing. You will not have access to the Benefits if you decide not to request a Complete Checking Debit Card or if you decide to request an ATM Card. Any service charges related to your Account are not related to the Benefits associated with your Card. If your Account is closed for any reason, you will no longer be entitled to any of the Benefits associated with the Complete Checking Debit Card, and access to the Benefits may be terminated at any time without notice.

3. **Registration.** In order to receive certain Benefits, you will need to register at [fhh.com/completeddebit](http://fhh.com/completeddebit) (the "Benefits Website"). You will need to provide nonpublic personal information to Mastercard as part of the registration process. If you go to one of our branches to open your Account, we may offer to register you at the Benefits Website while you are at the branch. If you accept this offer, you authorize us to do the following: (a) complete the registration process on your behalf; and (b) provide your nonpublic personal information to Mastercard as necessary to complete the registration process.

4. **Terms and Conditions.** The Benefits are subject to terms and conditions that will be mailed to you with your Card ("Guide to Benefits") and are available on the Benefits Website. It is important that you review those terms and conditions as they will govern your rights regarding the Benefits. You should review those terms and conditions regardless of whether you register at the Benefits Website on your own or we complete the registration process for you. The terms and conditions are an agreement between you and Mastercard. We are not a party to those terms and conditions. The Benefits may change from time to time without notice.

5. **Insurance.** The Benefits may include cellphone damage or other types of insurance. Detailed information about this insurance, including disclosures and policy terms, conditions, and exclusions, is available in your Guide to Benefits or on the Benefits Website. It is important for you to review that information.

Insurance products are:

NOT INSURED BY FDIC OR ANY GOVERNMENT AGENCY • NOT A DEPOSIT •  
NOT AN OBLIGATION OF OR GUARANTEED BY FIRST HAWAIIAN BANK

6. **Termination of Benefits (Complete Checking).** First Hawaiian Bank and Mastercard reserve the right to cancel or change the Benefits at any time without prior notice. If you close your Account and/or terminate your Card, or your Account or your Card are otherwise cancelled or closed for any other reason, you will no longer be entitled to any of the Benefits associated with the Complete Checking Debit Card, and access to the Benefits may be terminated at any time without notice.

7. **No Other Changes.** Except as modified in this Addendum, the Agreement will remain unchanged in all other respects.