

## **CONSENT TO RECEIVE ELECTRONIC DISCLOSURES**

### **IMPORTANT INFORMATION**

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

This Consent to Receive Electronic Disclosures notice provided by First Hawaiian Bank informs you of your rights when receiving legally required information and disclosures electronically.

To enroll in and use FHB Online, you must consent to First Hawaiian Bank providing you important information and disclosures electronically. If you do not consent to receiving disclosures electronically, you will not be able to enroll in or use FHB Online. Please contact any First Hawaiian Bank branch for information on other services such as telephone banking to make your banking more convenient.

If you consent to receive disclosures and other important information in electronic format, your consent applies only to your use of FHB Online. If you decide to withdraw your consent to receiving disclosures electronically, this will terminate your use of FHB Online. You can terminate your use of FHB Online by sending us a message through the FHB Online service or by writing to us at First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, HI 96805-1959.

Disclosures concerning FHB Online required by federal and state law will be provided to you in electronic format as long as you are enrolled in FHB Online. Disclosures provided in electronic format will include the initial terms and conditions of your use of FHB Online, as well as notices of changes to the disclosures previously provided. Responses to questions about your account may also be provided electronically or on paper.

To receive and retain information and disclosures in electronic format, you will need a computer and printer; an internet connection and an up-to-date internet browser that supports the latest encryption standards; software that reads and displays .pdf files (such as Adobe Reader), and an email address where disclosures can be sent in electronic format. In order to keep copies for your records, you will need access to a printer or have the ability to download information.

You may request a written (non-electronic) copy of any disclosures provided to you electronically by writing to First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, HI 96805-1959 and paying a fee of \$2.50 per page.

First Hawaiian Bank may respond to your inquiries electronically. Please keep your email address current in FHB Online by going to "Settings" then "Profile" to update your email address information.

By clicking "I have read and accept the terms and conditions" and "Continue" at the end of these FHB Online Terms and Conditions, or "I Accept" in the FHB Mobile App, you acknowledge (i) you have read and understand the consent, (ii) your agreement and consent to receive disclosures in electronic format is for your enrollment in and use of FHB Online only, and (iii) you can access these disclosures in an electronic form.

# FHB ONLINE TERMS AND CONDITIONS

## CONTENTS

<b>INTRODUCTION</b>	<b>1</b>
1. About this Agreement	1
2. Your Agreement	1
3. Other FHB Agreements	1
<b>DEFINITIONS</b>	<b>1</b>
<b>WHAT YOU CAN DO WITH FHB ONLINE</b>	<b>3</b>
4. Use Generally	3
5. Services	3
<b>SYSTEM REQUIREMENTS</b>	<b>3</b>
6. Equipment and Services	3
7. Your Responsibility and Assumption of Risk	3
<b>JOINT ACCOUNTS OR ACCOUNTS WITH MULTIPLE AUTHORIZED SIGNERS</b>	<b>4</b>
8. Authority of Other Persons	4
<b>SECURITY AND CREDENTIALS</b>	<b>4</b>
9. Password and Security	4
10. Fraud Services	4
<b>ACCOUNT BALANCES, ACCOUNT STATEMENTS, AND CHECKIMAGE</b>	<b>4</b>
11. Account Balances	4
12. Your Account Statements	4
13. CheckImage	4
<b>ELECTRONIC STATEMENTS (DEPOSIT, CREDIT CARD, AND YES-CHECK ACCOUNTS)</b>	<b>4</b>
14. Who Can Request Electronic Statements	4
15. Types of Accounts with Electronic Statements	4
16. Statement Election	4
17. Paper Statement Fee	4
18. Cleared Check Images; CheckStorage	5
19. All Other Statement Requirements Continue to Apply	5
20. Notification via Email	5
21. Termination of Electronic Statements by You	5
22. Termination of Electronic Statements by Us	5
<b>TRANSFERS AND PAYMENTS, GENERALLY</b>	<b>5</b>
23. Maximum Transfer Amounts	5
24. Other Limitations on Transfers	5
25. Transfers From Credit Card or Line of Credit Accounts	5
26. Transfers To Credit Card or Loan Accounts	5
27. Transfers That Cannot Be Completed	6
28. Stopping Online Transfers and Payments	6
29. Service Providers	6

30.	Taxes.....	6
31.	Failed or Returned Payment Instructions. ....	6
32.	Receipts and Transaction History.....	6
<b>INTERNAL TRANSFERS.....</b>		<b>6</b>
33.	How We Process Internal Transfer Requests; Your Responsibility. ....	6
34.	Timing of Internal Transfers.....	6
35.	Scheduled Internal Transfers (Single or Recurring Transfers). ....	7
<b>EXTERNAL TRANSFERS .....</b>		<b>7</b>
36.	Description of External Transfer Service; Authorization and Processing.....	7
37.	Transfer Methods and Amounts. ....	7
38.	Transfer Cancellation Requests and Refused Transfers. ....	7
39.	Stop Payment Requests.....	7
40.	Refused Transfers.....	7
41.	Returned Transfers. ....	7
<b>BILL PAYMENT SERVICE .....</b>		<b>8</b>
42.	Generally; Definitions. ....	8
43.	Payment Scheduling. ....	8
44.	Bill Payment Service Guarantee.....	8
45.	Payment Authorization and Payment Remittance. ....	8
46.	Payment Cancellation Requests. ....	8
47.	Stop Payment Requests.....	8
48.	Exception Payments Requests.....	9
49.	Bill Delivery and Presentment. ....	9
	A. Presentation of Electronic Bills.....	9
	B. Paper Copies of Electronic Bills. ....	9
	C. Sharing Information with Billers.....	9
	D. Information Held by Biller. ....	9
	E. Activation. ....	9
	F. Authorization to Obtain Bill Data. ....	9
	G. Notification. ....	9
	H. Cancellation of Electronic Bill Notification. ....	9
	I. Non-Delivery of Electronic Bill(s).....	9
	J. Accuracy and Dispute of Electronic Bill.....	9
50.	Service Fees and Additional Charges. ....	9
51.	Biller Limitation. ....	10
52.	Returned Payments.....	10
53.	Bill Payment Information Authorization.....	10
<b>POPMONEY® PAYMENTS SERVICE .....</b>		<b>10</b>
54.	Description of Service.....	10
55.	Payment Authorization and Payment Remittance. ....	10
56.	Initiation of Payment Instructions.....	11
57.	Receiving Payments.....	11
58.	Payment Cancellation, Stop Payment Requests and Refused Payments. ....	11
59.	Mobile Phone Users. ....	12
60.	Service Fees and Additional Charges. ....	12

61.	Refused Payments .....	12
62.	Returned Payments.....	12
<b>FHB MOBILE BANKING.....</b>		<b>12</b>
63.	Generally .....	12
64.	Privacy and User Information. ....	12
65.	Apple® Touch ID™ and Face ID™ for Mobile Banking.....	12
66.	Android® Fingerprint Login for Mobile Banking. ....	12
<b>MOBILE DEPOSIT SERVICE .....</b>		<b>13</b>
67.	Generally .....	13
68.	Service Eligibility. ....	13
69.	Service Requirements and Limitations. ....	13
70.	Eligible and Ineligible Items.....	13
71.	Endorsements. ....	13
72.	Creation and Transmission of Check Images.....	13
73.	Prohibition on Duplicate Deposits.....	14
74.	Receipt of Items. ....	14
75.	Review of Items.....	14
76.	Availability of Funds. ....	14
77.	Status Information Provided by the FHB Mobile App. ....	14
78.	Disposal of Transmitted Items. ....	14
79.	Errors.....	14
80.	Chargebacks. ....	14
81.	Terms. ....	14
82.	Your Promises and Indemnification.....	14
83.	Cooperation with Investigations.....	15
84.	Change, Suspension or Discontinuance of Service.....	15
<b>MONEYMAP SERVICE.....</b>		<b>15</b>
85.	Generally .....	15
86.	Provide Accurate Information. ....	15
88.	Authority to Access Information.....	15
89.	Privacy and Security.....	15
90.	Third-Party Accounts.....	16
91.	Insights.....	16
92.	Limitations of Services.....	16
93.	Termination. ....	16
94.	Anonymized Data. ....	16
95.	Your Conduct. ....	16
<b>ALERTS/NOTIFICATIONS .....</b>		<b>17</b>
96.	Generally.....	17
97.	Methods of Delivery.....	17
98.	Limitations. ....	17
99.	Alerts Not Encrypted. ....	17
<b>FHB SKILL (FOR AMAZON ALEXA) .....</b>		<b>17</b>
100.	Generally .....	17
101.	Eligibility. ....	17

102.	Communication, Privacy and Security.....	17
103.	Release of Your Information to Amazon.....	18
104.	Accuracy.....	18
105.	Intellectual Property Rights.....	18
106.	Amazon Alexa Terms.....	18
<b>PRIORITY REWARDS &amp; PRIORITY DESTINATIONS BUSINESS CREDIT CARDHOLDERS ONLY .....</b>		<b>18</b>
107.	Generally; Limitations.....	18
<b>ENTITLEMENTS FOR BUSINESS CUSTOMERS .....</b>		<b>18</b>
108.	Generally.....	18
109.	Sub-User Authorization.....	18
110.	Sub-User Appointments.....	18
111.	Your Responsibility.....	19
112.	Modifying or Revoking Sub-User Authorization.....	19
113.	Our Termination of Sub-User Authority.....	19
<b>FEES<sup>19</sup></b>		
114.	Monthly Fees.....	19
115.	Other FHB Fees Apply.....	20
116.	Other Third-Party Fees.....	20
<b>NOTICES TO US; ERROR RESOLUTION PROCEDURES FOR CONSUMER ACCOUNTS.....</b>		<b>20</b>
117.	In Case of Errors or Questions About Your Electronic Transfers.....	20
118.	Your Liability for Unauthorized Transfers.....	21
119.	Our Liability for Failure to Complete Transactions.....	21
120.	Consumer Users and Accounts Only.....	21
121.	Notices to Us.....	21
<b>MESSAGE SYSTEM AND OTHER COMMUNICATIONS.....</b>		<b>21</b>
122.	Use Messages Only For Non-Urgent Communications.....	21
123.	Limitations of the Message System.....	22
124.	Text Messages, Calls and/or Emails to You.....	22
<b>SYSTEM UNAVAILABILITY, CUTOFF TIMES &amp; ACCOUNT UPDATES .....</b>		<b>22</b>
125.	System Unavailability.....	22
126.	Cutoff Times.....	22
127.	Deposit and Loan Accounts.....	22
128.	Investment and Trust Account Updates.....	22
129.	Insurance Policy Valuation Information.....	22
130.	Non-Liability.....	22
<b>PRIVACY AND USE OF YOUR PERSONAL INFORMATION .....</b>		<b>22</b>
131.	Your Privacy.....	22
132.	Disclosure of Account Information to Third Parties.....	22
133.	Information Authorization.....	23
	A. Mobile Subscriber Information.....	23
	B. Device Data.....	23
134.	Our Reserved Rights.....	23
135.	Privacy of Others.....	23

**TERMINATION OF FHB ONLINE ENROLLMENT OR ACCOUNTS ..... 23**

136. Termination, Cancellation, or Suspension ..... 23

137. Effect of Closing Accounts ..... 23

**CHANGES TO THIS AGREEMENT AND THE SERVICES ..... 23**

138. Our Rights ..... 23

139. Notice of Changes ..... 23

140. Notices to You ..... 24

**DISCLAIMER OF WARRANTIES, INDEMNIFICATION, RELEASE, AND LIMITATION OF LIABILITY ..... 24**

141. No Warranties ..... 24

142. Indemnification ..... 24

143. Release ..... 24

144. No Waiver ..... 24

145. Limitation of Liability ..... 24

**AGREEMENT TO ARBITRATE CLAIMS ..... 25**

146. Generally ..... 25

147. Your Right to Opt Out ..... 25

148. Agreement to Arbitrate Claims ..... 25

149. Class Action Waiver ..... 25

150. Electing Arbitration ..... 26

151. Arbitration Administrator and Rules ..... 26

152. Arbitration Costs ..... 26

153. Place of Arbitration ..... 26

154. Law Applied by Arbitrator ..... 26

155. Governing Law ..... 26

156. Arbitration Results and Right of Appeal ..... 26

157. Survival and Severability ..... 26

158. Right to Opt Out of Arbitration ..... 26

**OTHER IMPORTANT TERMS ..... 27**

159. Prohibited Payments ..... 27

160. Acceptable Use ..... 27

161. Prohibited Communications on FHB Online ..... 27

162. Payment Methods and Amounts ..... 27

163. General Prohibitions ..... 28

164. Monitoring/Recording Telephone Calls ..... 28

165. Emergency Situation ..... 28

166. Intellectual Property ..... 28

167. Improper Use ..... 28

168. Eligibility ..... 28

169. Our Remedies ..... 28

170. Services Disclaimer ..... 28

171. No Obligation ..... 29

**MISCELLANEOUS ..... 29**

172. Address or Banking Changes ..... 29

173. Assignment ..... 29

174. Governing Law and Jurisdiction ..... 29

175. Export Restrictions ..... 29  
176. Enforcing this Agreement ..... 29  
177. Headings ..... 29  
178. WAIVER OF JURY TRIAL AND CLASS ACTION ..... 29

# FHB ONLINE TERMS AND CONDITIONS

## INTRODUCTION

---

- About this Agreement.** This document, and any supplements or amendments made from time to time (collectively, this “Agreement”), make up the FHB Online Terms and Conditions that sets forth your rights and responsibilities as to the FHB Online website, FHB Mobile Banking, FHB Voice Banking, and for Business Customers, FHB Online Business (collectively, “FHB Online”).
- Your Agreement.** By using FHB Online, or by authorizing someone else to use FHB Online on your behalf, you agree to be bound by all the terms of this Agreement.
- Other FHB Agreements.** This Agreement supplements, but does not replace, the terms and conditions of any other agreement that you have with us (collectively, “Other FHB Agreements”), including but not limited to the following (together with any and all fee and other schedules, addenda, notices of changes of terms or conditions, modifications, and other documents given to you in connection therewith):
  - Deposit agreements, including the Deposit Account Rules and Regulations and your signature card (collectively, the “Deposit Agreements”),
  - Credit agreements for FHB loan accounts (collectively, the “Credit Agreements”),
  - Investment agreements for FHB investment accounts,
  - Trust agreements for FHB trust accounts,
  - Insurance policies purchased through FHB (collectively, the “Insurance Policies”), or
  - Yes-Check Reserve Line of Credit Account Agreement for any Yes-Check account (“Yes-Check Account”) that you have with FHB.

If there is any conflict between the terms of the Other FHB Agreements and this Agreement as to anything in FHB Online, this Agreement will control.

## DEFINITIONS

---

“Account” or “Accounts” mean any and all of the following: each and every type of deposit account that you maintain with us, including checking, savings, money market savings, Money Market Checking, Christmas Club, certificate of deposit, and individual retirement accounts (collectively, the “Deposit Accounts”); each and every type of loan account that you maintain with us, including personal loan, credit card, mortgage, line of credit and overdraft line of credit accounts (collectively, the “Loan Accounts”); each and every type of investment account that you maintain with us (collectively, the “Investment Accounts”); each and every type of trust account that you maintain with us (collectively, the “Trust Accounts”), and each and every type of Insurance Policy.

“ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

“Affiliates” are companies related by common ownership or control. For the avoidance of doubt, “Affiliates” includes parent companies and subsidiaries.

“Alerts” is a term defined in Section 96 below.

“Alexa Device” means an Amazon Alexa-enabled smart home speaker, mobile phone, or other device that responds audibly to your voice commands and prompts.

“Arbitration Notice Address” is a term defined in Section 150 below.

“Arbitration Opt Out Notice” is a term defined in Section 158 below.

“Arbitration Provision” is a term defined in Section 146 below.

“Biller” means the retailer, public utility, financial institution, medical service provider, or other person, company, or other organization to which you wish to direct or have directed an Online Payment.

“Billing Account” is the checking account from which the Bill Payment Service fees will be automatically debited.

“Business Customer” means an FHB Online user who is a corporation, partnership, limited liability company, or other business organization or entity, or a natural person if the Account from which the transfers or payments will be made is maintained primarily for other than personal, family, or household purposes.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

“Claims” is a term defined in Section 148 below.

“Computer Equipment” is a term defined in Section 6 below.

“Cutoff time” is a term defined in Section 126 below.



“DPR” is a term defined in Section 151 below.

“Due Date” is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

“Eligible Accounts” are accounts that may be viewed and/or accessed via FHB Online, including checking, savings, money market savings, Money Market Checking, Christmas Club, certificate of deposit, credit card, mortgage, personal loan, line of credit, individual retirement account, overdraft line of credit, certain investment accounts, certain trust accounts, and certain insurance policies. An Account that requires two or more signatures to make withdrawals or advances will not be considered an Eligible Account. Certain Services are available only with certain types of Eligible Accounts.

“Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information. An Eligible Transaction Account may be further defined and described in connection with a specific Service.

As to the Bill Payment Service terms below, an Eligible Transaction Account shall be limited to an account that you hold with us, from which bill payments will be debited.

As to the Transfer Money Service terms below, an Eligible Transaction Account shall be limited to checking, money market or savings account that you hold with us.

“Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

“External Transfer Instruction” is a specific Payment Instruction that you provide to the External Transfer Service for a transfer of funds to an External Account.

“FHB Mobile Banking” refers to the Services that are available through the FHB Mobile App.

“FHB Online” is a term defined in Section 1 above.

“FHB Online Business” refers to the Services available to Business Customers, which are bundled in FHB Online Business Basic and FHB Online Business Banking products.

“FHB Skill” described more fully in Section 100 below, allows you to enable your Alexa Device to use FHB Voice Banking.

“Insights” is a term defined in Section 91 below.

“Mobile Device” means a mobile computing device, including a mobile phone, smartphone (e.g. iPhone and Android-powered phones), and tablet computer (e.g. iPad).

“Out-of-Band” refers to a feature whereby a verification code is sent to a phone number that is associated with a user’s login credentials (i.e., username and password) as an added way of confirming the user’s identity for certain online transactions or activities.

“Online Banking” refers to online and mobile banking services available to consumers at no cost, including viewing balance and transaction information, transferring funds, Alerts and MoneyMap Services.

“Payment Account” refers to any FHB checking account, from which you may make payments using Bill Payment or Popmoney Services.

“Payment and External Transfer Services” is a term defined in Section 29 below.

“Payment Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described in connection with a specific Service.

As to the Bill Payment Service terms below, a Payment Instruction is further defined as the information provided by you to the Bill Payment Service for a bill payment to be made to Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

“Popmoney Request” means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

“Privacy Policy” means the First Hawaiian Bank Privacy Policy.

“Receiver” is a person or business entity that is sent a Payment Instruction through the Popmoney Service.

“Requestor” is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

“Scheduled Payment” is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

“Sender” is a person or business entity that sends a Payment Instruction through the Popmoney Service.

“Service” means, individually and collectively, all of the Services described in Section 5 below, and any additional online, mobile, voice and similar banking services we provide in the future.

“Service Provider” mean companies that we have engaged (and their Affiliates) to render some or all of a Service to you on our behalf.

“Site” means the FHB Online website or mobile applications.

“We,” “our,” “us,” “Bank,” “FHB,” or “First Hawaiian” mean First Hawaiian Bank.

“You” or “your” means each person who has enrolled in our FHB Online service with respect to Accounts standing in the enrollee’s name.

## WHAT YOU CAN DO WITH FHB ONLINE

---

4. **Use Generally.** You can access the features of FHB Online directly through our website, through our Mobile App, or you can use Quicken or Quickbooks to access certain features of FHB Online. The way you access FHB Online could result in differences in how FHB Online functions, and the fees you will be charged.

5. **Services.** FHB Online includes the following services, some of which are available only with certain types of Accounts, software or devices and described below:

“Bill Payment,” and “Bill Payment Service,” allow you to receive, view, and pay bills from FHB Online.

“CheckImage Service,” allows you to view and print online images of certain cleared checks.

“Entitlements,” allows Business Customers to appoint sub-user access to employees, an accountant, or others.

“External Transfer Service,” allows you to transfer funds between your Accounts at FHB and your accounts at other financial institutions.

“FHB Mobile App” allows you to perform your banking using a software application designed specifically for any compliant Mobile Device.

“FHB Voice Banking,” allows you to get account information by voice commands to your compatible Alexa Device using the FHB Skill.

“Internal Transfer,” allows you to transfer funds between certain FHB Accounts. Specifically, Internal Transfer may be used to transfer funds from your FHB checking or savings account to your FHB checking, savings, credit card, mortgage, loan or line of credit account, or from your FHB credit card or line of credit accounts to your FHB checking or savings account. Internal Transfers may not be made between Loan Accounts.

“Messages,” allows you to send and receive messages securely to and from us.

“Mobile Deposit Service,” allows you to make deposits to your checking accounts using the FHB Mobile App.

“MoneyMap Service,” allows you to consolidate, organize, and track your financial information all in one place.

“Popmoney Service,” allows you to send payments to other individuals (peer to peer payments) via their email address, mobile phone number, or directly to their bank account.

## SYSTEM REQUIREMENTS

---

6. **Equipment and Services.** The computer, Mobile Device, equipment, software and services you use to access FHB Online (collectively referred to as your “Computer Equipment”) are your sole responsibility and expense, including obtaining, installing, maintaining, and operating your Computer Equipment in accordance with the requirements provided by the respective manufacturers and service providers. Certain features require additional equipment and services, such as email access, a mobile phone and mobile services, and/or text messaging services (including carrier support of text messaging short codes), all of which you must obtain at your own expense if you wish to use these additional services.

7. **Your Responsibility and Assumption of Risk.** You agree that we are not liable for viruses, worms, Trojan horses, malware or ransomware attacks, any attack by a person attempting to gain unauthorized access to your Computer Equipment, or other similar harmful components or acts that may affect or cause damage to your Computer Equipment that may result, directly or indirectly, from your use of FHB Online, including but not limited to downloading information, software, or the materials from our website or any website(s) linked to our site. We are not responsible for any errors or failures or any malfunction of your Computer Equipment, or network problems or other technical difficulties you might encounter when you use FHB Online. We will not be responsible or liable for any damages (whether direct, indirect, incidental, or consequential) that may result from such harmful consequences.

## JOINT ACCOUNTS OR ACCOUNTS WITH MULTIPLE AUTHORIZED SIGNERS

---

- 8. Authority of Other Persons.** If your Eligible Account is owned by more than one person, or has more than one authorized signer, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related FHB Online Services, to the extent allowed by agreements covering the Eligible Account.

## SECURITY AND CREDENTIALS

---

- 9. Password and Security.** If you are issued or create any password or other credentials to access the Services or the portion of FHB Online through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once by calling 808-643-4343 (or 1-888-643-4343 from the continental U.S., Guam or CNMI). While under certain circumstances you may avoid some or all responsibility or liability for such transactions, such unauthorized use will, at the least, cause you inconvenience and could cost you money. To help safeguard your Accounts, you should change your password frequently, in accordance with the instructions provided on FHB Online, and you should never write your password anywhere. You should also change your security information frequently by following the on-screen instructions.
- 10. Fraud Services.** In addition to your credentials, FHB Online may use device intelligence, and Out-of-Band authentication to help detect and prevent cyber fraud. We have the right, without obligation, to require you to verify your identity using Out-of-Band authentication or security questions for any reason, including without limitation, attempts to access your Accounts from a computer that you do not ordinarily use, or when the activity on FHB Online appears to be risky. We may share certain personal information and device-identifying technical data about you and your devices with our Service Providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to FHB Online by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us.

## ACCOUNT BALANCES, ACCOUNT STATEMENTS, AND CHECKIMAGE

---

- 11. Account Balances.** Account balances shown will be provisional and subject to reversal if recent deposits have not been finally collected from the institution upon which the deposited item is drawn or as otherwise described in this Agreement. Account balances shown for Investment and Trust Accounts may not be real time and might not reflect transactions pending settlement. As a result, the actual balances of your Investment and Trust Accounts might differ from the balances shown through FHB Online at any given time.
- 12. Your Account Statements.** Transaction and balance information provided via FHB Online will not replace the regular Account statements that you receive from us. These statements will, as applicable, reflect FHB Online transactions and state the amount of each transaction, the type of transfer, the Account charged or credited, and the name of the payee if a payment is involved. The information on your electronic or paper statement will control in all disputes concerning the activity on the Account.
- 13. CheckImage.** You may use the CheckImage Service to view and print online images of certain cleared transactions. Checks submitted with deposit slips at a branch, or through the Mobile Deposit Service are not available for viewing and printing through the CheckImage Service. Other limitations may apply.

## ELECTRONIC STATEMENTS (DEPOSIT, CREDIT CARD, AND YES-CHECK ACCOUNTS)

---

- 14. Who Can Request Electronic Statements.** You may request electronic statements after you enroll in FHB Online and you provide us with a current email address. If you have a joint account, any one of the accountholders can request electronic delivery of the statement and also terminate electronic statements at any time.
- 15. Types of Accounts with Electronic Statements.** Some of your Accounts may be eligible for electronic statements. Investment Accounts, Trust Accounts, Insurance Policies, mortgages and other loan statements are not eligible for electronic statements. If you receive a paper combined statement listing various FHB Accounts, your electronic statement will continue to show the same Accounts unless you have requested a change to the Account included in your combined statement. If you have more than one checking Account listed on a combined statement, you will only be able to select electronic statements for the primary checking Account. If you request an electronic statement for the checking Account to which your Yes-Check Account is linked, you will also receive your Yes-Check statement electronically (see below for special information regarding electronic Yes-Check statements).
- 16. Statement Election.** When you elect to receive electronic statements by selecting the "eStatements" option, you will no longer receive paper statements. This election will continue to apply until you cancel electronic statements. You may request to receive both electronic and paper statements for any Account(s) other than Yes-Check and credit card accounts through FHB Online. For Yes-Check and credit card accounts, you must choose either electronic or paper statements.
- 17. Paper Statement Fee.** A fee of \$5.00 per month will be charged for each Account that receives a paper statement in addition to an electronic statement. There is no fee to receive either a paper statement or an electronic statement.

18. **Cleared Check Images; CheckStorage.** If you receive images of your cleared checks with your paper checking account statement, when you elect to receive electronic statements, you will automatically be enrolled in our CheckStorage service, and you will no longer receive your cleared check images with your paper statement. Our CheckStorage service stores images of your cleared checks. You can obtain imaged paper copies of cleared checks by contacting any FHB branch. There is no charge for our CheckStorage service, but there is a per item fee if you request more than six imaged paper copies of cleared checks per statement period.
19. **All Other Statement Requirements Continue to Apply.** All of the terms and conditions relating to statements contained in this Agreement and all Other FHB Agreements (as applicable) continue to apply to your statement when it is delivered electronically. For example, you must continue to review your statement and report any errors to us within the time limits described in this Agreement and/or the Other FHB Agreements, using the date your electronic statement was delivered as the "mailing" date.
20. **Notification via Email.** When your electronic statement is available, we will send you a notification to the email address you provide to us for FHB Online. You will need to log on to FHB Online to access your electronic statement. If you change your email address, you need to provide us with your new email address in order to continue receiving notifications that your electronic statement is available for viewing. In the event you do not receive notification, it is your responsibility to periodically log on to FHB Online and check on the delivery of new electronic statements.
21. **Termination of Electronic Statements by You.** If you prefer to receive paper statements by mail, you can request that we stop delivering your statement electronically by changing your statement delivery preference for the specific account on FHB Online. If you want to have your cleared check images returned with your paper checking account statement, you must cancel CheckStorage by notifying your branch (there may be a fee for having your check images returned). If you terminate your use of FHB Online, you will be automatically converted to paper statements for your account(s). If you close an account receiving electronic statements, your closed account will be accessible in an inquiry-only status on FHB Online for thirty days after it is closed to enable you to view your final statement. We will not send you a paper statement for your final statement.
22. **Termination of Electronic Statements by Us.** We reserve the right to stop delivering your statement(s) electronically at any time by giving you a notice. If we close an account receiving electronic statements, your closed account will be accessible in an inquiry-only status on FHB Online for thirty days after it is closed to enable you to view your final statement, and you will not be sent a final paper statement. If we decide to stop delivering your statement electronically or terminate your use of FHB Online, we will send you paper statements.

## TRANSFERS AND PAYMENTS, GENERALLY

23. **Maximum Transfer Amounts.** Transfers and payments via FHB Online are subject to transaction limits shown in the table below. In addition, a transfer or payment from an FHB Account may not exceed the current available deposit or credit balance in the source Account (plus any available credit in an associated Yes-Check<sup>SM</sup> line of credit that may be linked to your checking account). We also reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts for security reasons. If there is a minimum transfer amount provision applicable to your line of credit or credit card account, it will be stated in the applicable Credit Agreement. We reserve the right to complete or reject any attempted transfer that exceeds or is lower than the applicable limit, at our complete discretion, and, regardless of our decision in that regard, you understand that such attempted or completed transfers may subject your Account to an overdraft or overlimit fee, as stated in the pertinent Deposit Agreement or Credit Agreement.

Internal Transfers	Up to \$99,999.99 per transaction, \$500,000 per day
External Transfers	\$5,000 (per transaction, daily, outstanding in-flight); \$10,000 (rolling 30 days)
Bill Payment	Up to \$99,999.99 per transaction
Popmoney	Standard: \$1,000 (per transaction, daily, in-flight), \$4,000 (rolling 30 days) Next Day: \$100 (per transaction, daily, in-flight), \$400 (rolling 30 days) * Maximum 15 Popmoney payments per day, 100 per month ** Limits may be increased at our discretion based on our assessment of risk. Check "View Limits" in FHB Online or the information box next to the amount in FHB Mobile when making a Popmoney payment to view transaction limits applicable to your Account.

24. **Other Limitations on Transfers.** We do not permit transfers into or out of certain Accounts. For example, you cannot transfer funds from a mortgage or personal loan, or from or into a certificate of deposit, Individual Retirement Account or Christmas Club Account, nor can you transfer funds directly from a Yes-Check Account, although you may access your Yes-Check Account through overdrafts on your linked checking Account. **Transfers and payments cannot be made to or from your Investment Accounts, Trust Accounts, or Insurance Policies. Internal Transfers also cannot be made between Loan Accounts.**
25. **Transfers From Credit Card or Line of Credit Accounts.** Each transfer made from a credit card or line of credit Account is treated as an advance from that Account and is subject to the terms of the applicable Credit Agreement. By requesting such a funds transfer, you are authorizing and directing us to take any action necessary to complete your request for an advance under your Credit Agreement, to charge the Account from which the advance is being made without your signature, and to deposit the advance into the checking or savings Account you designate when you make the transfer. Advances from a credit card Account are treated as cash advances.
26. **Transfers To Credit Card or Loan Accounts.** Funds transfers into Loan Accounts are credited as payments.

27. **Transfers That Cannot Be Completed.** If for any reason a transfer cannot be completed, we will reverse the transfer by recrediting the amount of the transfer to the originating Account unless we notify you otherwise.
28. **Stopping Online Transfers and Payments.** You may cancel transfers and payments online as indicated in Sections 35 (Internal Transfers), 38 (External Transfers), 46 (Bill Payment), and 58 (Popmoney). In addition, consumer customers may stop preauthorized online transfers and payments from FHB accounts by calling 808-643-4343 (or 1-888-643-4343 from the continental U.S., Guam, or CNMI) or writing to us at First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, Hawaii 96805-1959. We must receive your request at least three Business Days before the scheduled transfer or payment date. If you call, we may also require you to put your request in writing and get it to us within fourteen days after you call. We will charge you the stop payment fee indicated in the current deposit account fee schedule for each stop payment order you request. If you order us to stop a payment as provided in this paragraph and we do not do so, we will be liable for your losses or damages.
29. **Service Providers.** We are offering you the Bill Payment, PopMoney Payment and External Transfer Services (the "Payment and External Transfer Services") through one or more Service Providers that we have engaged to render some or all of the Payment and External Transfer Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Services to you, we are the sole party liable to you for any payments or transfers conducted using the Payment and External Transfer Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with those Services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.
30. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
31. **Failed or Returned Payment Instructions.** In using the Payment and External Transfer Services, you are requesting that we or our Service Providers attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
  - A. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
  - B. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any nonsufficient funds (NSF) charges that may be assessed by us, as set forth in your fee schedule or your Other FHB Agreement. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
  - C. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.
32. **Receipts and Transaction History.** You agree to review your transactions by logging into the applicable Payment and External Transfer Service. instead of receiving receipts by mail.

## INTERNAL TRANSFERS

33. **How We Process Internal Transfer Requests; Your Responsibility.** On the date your transfer is scheduled to be made, we will check the source Account to determine if there are sufficient funds available (or available credit, if the source Account is a credit Account) to cover the transfer. If, at our discretion, we determine there are sufficient funds or credit, as applicable, we will process the transfer. If we determine there are not sufficient funds (or available credit) on that date, we will either make the transfer, thereby creating an overdraft if the source Account is a checking account (or causing your Account to go over the credit limit if the source Account is a credit Account), or we may refuse to make the transfer. Our decision to make or refuse to make the transfer will end our processing of the transfer. The number of attempts to process a payment may be different for Bill Payment Services. In either event, you are responsible (i) for any special handling charges or overlimit fees we may impose, and (ii) to repay any overdraft or amounts over your credit limit, as stated in the applicable Deposit Agreement or Credit Agreement.
34. **Timing of Internal Transfers.** Transfers between Accounts at FHB made on a Business Day prior to the 5:00 p.m. Hawaii Standard Time ("HST") cut off will be processed the same day. However, we reserve the right to not complete a transfer if there are not sufficient funds in the originating Account to make the transfer, or to make the transfer but impose a special handling charge or overlimit fee. These charges have been disclosed to you in the applicable Deposit Agreements and/or Credit Agreements. Transfers between Accounts at FHB made other than on a Business Day, and after the stated cut-off time will be processed on the next Business Day. (Please see Part II for details about timing of processing External Transfers and Payments).

35. **Scheduled Internal Transfers (Single or Recurring Transfers).** A transfer between Accounts may be scheduled at a time up to 365 days in advance of the date the transfer is to be made (called a “Single Transfer”), or may be set up as an automatic recurring transfer to be made at substantially regular intervals (i.e. monthly, quarterly, etc.) in the same amount between the same two Accounts (called a “Recurring Transfer”). You must transmit your request to delete or cancel transfers before 5:00 p.m. HST on the day before the transfer is scheduled to be processed. If you do not meet that deadline, FHB Online will not process your cancellation instruction and will process the transfer as originally scheduled.

## EXTERNAL TRANSFERS

---

### 36. **Description of External Transfer Service; Authorization and Processing.**

- A. The External Transfer Service enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States. The term “Eligible Transaction Account” is defined in the Definitions section of this Agreement, except that it shall be limited to a checking, money market or savings account that you hold with us.
- B. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other account in the transaction for any reason, including but not limited to nonsufficient funds.
- C. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
- i. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - iii. The transfer is refused in accordance with this Agreement;
  - iv. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- D. It is your responsibility to ensure the accuracy of any information that you enter into the Transfer Money Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
37. **Transfer Methods and Amounts.** Section 162 (Payment Methods and Amounts) applies to the Transfer Money Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.
38. **Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Transfer Money Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
39. **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 117 (In Case of Errors or Questions About Your Electronic Transfers). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
40. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
41. **Returned Transfers.** In using the Transfer Money Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the

intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

## BILL PAYMENT SERVICE

---

42. **Generally; Definitions.** The Bill Payment Service enables you to receive, view, and pay bills from the Site. All of the terms and conditions of the Section above titled "Transfers and Payments, Generally" also apply to the Bill Payment Service. The term "Payment Instruction" as used in connection with the Bill Payment Service is further defined as the information provided by you to the Bill Payment Service for a bill payment to be made to Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
43. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of FHB Online through which the Bill Payment Service is offered when you are scheduling the payment. Therefore, you may not select a Scheduled Payment Date before than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.
44. **Bill Payment Service Guarantee.** Due to circumstances beyond our control, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 43 (Payment Scheduling).
45. **Payment Authorization and Payment Remittance.** By providing us with names and account information of Billers, you authorize us to follow the Payment Instructions that we receive through FHB Online. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize us to credit your Eligible Transaction Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

We will attempt to make all your payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee (as described in the section above) shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of us, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- B. The payment processing center is not working properly and you know or have been advised by the Bill Payment Service about the malfunction before you execute the transaction;
- C. You have not provided us with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for Biller; and/or
- D. Circumstances beyond the control of us (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

If none of the exceptions above apply, and if we cause an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Eligible FHB Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

46. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of FHB Online through which the Bill Payment Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
47. **Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Bill Payment Service in the manner set forth in Section 117 (In Case of Errors or Questions About Your Electronic Transfers). Although we will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

48. **Exception Payments Requests.** Exception Payments may be scheduled through the Bill Payment Service; however, Exception Payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Bill Payment Service Guarantee does not apply to Exception Payments.
49. **Bill Delivery and Presentment.** The Bill Payment Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:
- A. **Presentation of Electronic Bills.** You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Payment Service as one of your Billers, and (b) Biller has arranged with our Service Provider to deliver electronic bills. The Bill Payment Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Payment Service to receive electronic bills from Biller, or (2) Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Bill Payment Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Payment Service does not include an option to prevent overall participation in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
  - B. **Paper Copies of Electronic Bills.** If you start receiving electronic bills from a Biller, Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
  - C. **Sharing Information with Billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Payment Service's records and Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
  - D. **Information Held by Biller.** We are unable to update or change your personal information (such as, but not limited to, name, address, phone numbers and email addresses) that is held by Biller. Any changes will require you to contact Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of Biller, provide to Biller your email address, service address, or other data specifically requested by Biller for purposes of Biller matching your identity against its records or informing you about Biller's services and/or bill information.
  - E. **Activation.** We will notify Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
  - F. **Authorization to Obtain Bill Data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
  - G. **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, we may send a notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
  - H. **Cancellation of Electronic Bill Notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to arrange for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
  - I. **Non-Delivery of Electronic Bill(s).** You agree to hold us harmless should Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from Biller directly.
  - J. **Accuracy and Dispute of Electronic Bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

50. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Bill Payment Service. Any applicable fees will be charged regardless of whether the Bill Payment Service was used, except for fees that are specifically use-based. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to automatically deduct the appropriate amount from your Account. Section 31 (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Bill Payment Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.



51. **Biller Limitation.** We reserve the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 159 (Prohibited Payments) or an Exception Payment under this Agreement.
52. **Returned Payments.** In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Payment Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible FHB Transaction Account. You may receive notification from us.
53. **Bill Payment Information Authorization.** In addition to Section 133 (Information Authorization), you agree that we reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## POPMONEY® PAYMENTS SERVICE

---

54. **Description of Service.** The term "Popmoney Terms" means these Popmoney Payments Service terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through FHB Online and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through FHB Online and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.Popmoney.com](http://www.Popmoney.com) (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.
55. **Payment Authorization and Payment Remittance.**
- A. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Popmoney Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
  - B. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
  - C. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described in Section 117 (In Case of Errors or Questions About Your Electronic Transfers).
  - D. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
  - E. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
    - i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
    - ii. The Popmoney Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
    - iii. The payment is refused as described in Section 58 (Payment Cancellation, Stop Payment Requests and Refused Payments);
    - iv. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
    - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

F. It is the responsibility of Sender and Receiver to ensure the accuracy of any information that they enter into the Popmoney Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by Sender or Receiver.

56. **Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), may be delayed if Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information. FHB Online may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to Receiver providing us with such information shall be subject to the provisions of Section 58 (Payment Cancellation, Stop Payment Requests and Refused Payments).

57. **Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from FHB Online (which includes the FHB Mobile App) or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize Sender, the financial institution that holds Sender's Eligible Transaction Account and us (including through FHB Online) to send emails to you and text messages to your mobile phone in connection with Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Popmoney Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by Sender, because there were not sufficient funds in Sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Popmoney Service you acknowledge and agree that as disclosed on FHB Online (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on FHB Online. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

58. **Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the

Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Popmoney Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

59. **Mobile Phone Users.** Your phone service provider is not the provider of the Popmoney Service. Users of the Popmoney Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled Mobile Device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.
60. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Popmoney Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Popmoney Service or FHB Online. You further acknowledge and agree that any applicable fees will be charged regardless of whether the payment instruction is completed, unless the failure to complete the instruction is solely due to our fault, except for those fees that are specifically use-based, such as Popmoney Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 31 (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Popmoney Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.
61. **Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify Sender promptly if we decide to refuse to pay a Receiver designated by Sender.
62. **Returned Payments.** In using the Popmoney Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Popmoney Service.

## FHB MOBILE BANKING

---

63. **Generally.** FHB Mobile Banking offers you access to view account information (e.g., checking balances and last transactions), perform transfers and payments, and allow you to deposit checks through use of an Android or Apple Mobile Device.
64. **Privacy and User Information.** You acknowledge that in connection with your use of FHB Mobile Banking, we and our Affiliates and Service Providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with FHB Mobile Banking (collectively "User Information"). We and our Affiliates and Service Providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver FHB Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We and our Affiliates and Service Providers also reserve the right to monitor use of FHB Mobile Banking for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.
65. **Apple® Touch ID™ and Face ID™ for Mobile Banking.** Touch ID and Face ID are optional sign-in methods for FHB Mobile Banking that are available for compatible Apple® devices. Biometric data used in connection with these optional sign-in methods is stored on your Mobile Device only and we never see or store it. You acknowledge that by enabling these optional sign-in methods, you will allow anyone who has such biometric data stored on your device access to your personal and payment account information within FHB Mobile Banking. We reserve the right to suspend or disable this feature at any time. Touch ID and Face ID can only be associated with one FHB Mobile Banking username at a time on a Mobile Device. If your Mobile Device does not recognize your biometric data input, you can sign in using your standard login credentials (e.g. password). To use these optional sign-in methods for FHB Mobile Banking on Multiple Devices, you will need to set it up for each device. You can enable or disable them anytime within FHB Mobile Banking. Apple, Touch ID and Face ID are trademarks of Apple Inc.
66. **Android® Fingerprint Login for Mobile Banking.** Fingerprint Login, and any other biometric login method, are optional sign-in methods for FHB Mobile Banking that may be available for certain compatible Android® mobile devices. Biometric data used in connection with these optional sign-in methods is stored on your device only and we never see or store it. You acknowledge that by enabling these optional sign-in methods, you will allow anyone who has such biometric data stored on your device to access your personal and payment account information within FHB Mobile Banking. We reserve the right to suspend or disable this feature at

any time. These optional sign-in methods can only be associated with one FHB Mobile Banking username at a time on a Mobile Device. If your Mobile Device does not recognize your biometric data input, you can sign in using your standard login credentials (e.g. password). To use these optional sign-in methods for Mobile Banking on Multiple Devices, you will need to set it up for each device. You can enable or disable such methods anytime within FHB Mobile Banking. Android is a trademark of Google Inc.

## MOBILE DEPOSIT SERVICE

---

67. **Generally.** You may use the First Hawaiian Bank Mobile Remote Deposit Capture Service (“Mobile Deposit Service”) to make deposits to your checking accounts through the FHB Mobile App on your Mobile Device to scan and transmit images of checks to us or our processor.
68. **Service Eligibility.** To be eligible to use and continue to use the Mobile Deposit Service, you must be designated as the owner or authorized signor of the Account, the Account must be in good standing at all times, and you and the Account must meet our current eligibility criteria. We reserve the right to establish limits on the amount and frequency of deposits you can make through the Mobile Deposit Service, and if one or more of your deposits exceed those limits, the deposit(s) will not be processed. If we permit you to make a deposit in excess of these limits, that deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
69. **Service Requirements and Limitations.** To use the Mobile Deposit Service, you need the FHB Mobile App and a supported Mobile Device. You must comply with all system requirements and security procedures described in this Agreement, and if you fail to comply with those requirements, you may be unable to complete a deposit. We reserve the right to change the requirements to use and access the Mobile Deposit Service at any time without notice, including imposing additional requirements to maintain the appropriate level of security for the Mobile Deposit Service. We are not responsible for any loss, damage, or issues you encounter when you use the Mobile Deposit Service.
70. **Eligible and Ineligible Items.** You agree to scan and deposit only “checks” as that term is defined in Regulation CC of the Federal Reserve Board (“Regulation CC”). You also agree that the image of the check transmitted to us will be deemed an “item” within the meaning of Articles 3 and 4 of the Hawaii Uniform Commercial Code. In order for us to accept and process your deposit, it must:
- Be an original paper check payable to and endorsed by you;
  - Be payable in U.S. dollars at a financial institution in the U.S.;
  - Be dated within six (6) months prior to deposit date;
  - Have all fields completed; and
  - Be legible and in good condition.

You agree that you will not deposit any of the following ineligible items, which are checks that:

- Are payable to someone other than you (e.g., a third-party check);
  - Have been altered in any way, are fraudulent or otherwise not authorized;
  - Are payable to you jointly with one or more other persons;
  - Were previously converted to a “substitute check”, as defined in Regulation CC;
  - Are drawn on a financial institution located outside the U.S.;
  - Are “remotely created checks”, as defined in Regulation CC;
  - Are not payable in United States currency;
  - Are dated more than six (6) months prior to the date of deposit;
  - Are postdated;
  - Are prohibited by our current Service procedures or otherwise not acceptable under the Deposit Agreement;
  - Are payable on sight or payable through drafts, as defined in Regulation CC;
  - Have an endorsement on the back other than as specified in this Agreement;
  - Are drawn or issued by the U.S. Treasury Department;
  - Have been previously deposited with us or any other financial institution, including checks that have been returned unpaid (other than checks returned unpaid because the image quality is insufficient for the Mobile Deposit Service);
  - Are drawn on another account owned by you;
  - Are traveler’s checks;
  - Are money orders; or
  - Are postal orders.
71. **Endorsements.** You must endorse each check transmitted through the Mobile Deposit Service with the endorsement “For mobile deposit only” or any other endorsement that we require.
72. **Creation and Transmission of Check Images.** Using a supported Mobile Device, you will create an electronic image of the front and back of a check endorsed as required above and transmit the images and associated deposit information, including information captured from the magnetic ink character recognition (“MICR”) line, to us or our designated processor for our review and processing. The images of an item transmitted to us using the Mobile Deposit Service must be legible, as determined in our sole discretion.

Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. By using the Mobile Deposit Service, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. Once you transmit images using the Mobile Deposit Service, you will receive a notice on your Mobile Device acknowledging transmission of the images ("Transmission Notice"). The Transmission Notice does not mean that the transmission was error free, that the images were received by us or our processor, or that the check is eligible for processing, is considered a deposit, or has been credited to your Account. The Transmission Notice only means that the image has been sent to us or our processor by your Mobile Device.

73. **Prohibition on Duplicate Deposits.** Once you transmit an image of a check for deposit, you agree you will not try to deposit that check again through the Mobile Deposit Service or otherwise deposit it or present it for payment with us or any other financial institution or person, unless we send you a notice saying that your deposit cannot be processed through the Mobile Deposit Service, as described in the paragraph titled "Review of Items" below.
74. **Receipt of Items.** Checks and items you submit through the Mobile Deposit Service will be deemed "received" by us for deposit based on the time of receipt as well as receipt of an image that is complete, is usable, and meets all of the other requirements for remote deposits contained in this Section, including without limitation the standards described in Section 70 (Eligible and Ineligible Items). A check that we receive by 5:00 P.M. HST on a Business Day will be deemed to have been received on that Business Day. If we receive the deposit after that time or on a day that is not a Business Day, the deposit will be deemed to have been received by us on the next Business Day. We are not responsible for items we do not receive, such as an image that is dropped during transmission.
75. **Review of Items.** All checks and items submitted through the Mobile Deposit Service are subject to our verification and final inspection process. We reserve the right to reject any check or item transmitted through the Mobile Deposit Service, at our sole discretion, without liability to you. If the check is eligible for processing in accordance with this Agreement, we will present the check, either in electronic form or as a substitute check, directly or indirectly to the bank the paper check was drawn upon or payable through, or we will present or post the check if we are the paying bank. The manner in which any item transmitted through the Mobile Deposit Service is cleared, presented for payment, and collected shall be in our sole discretion, subject to the terms of the Deposit Agreement governing your Account. If we are not able to accept your deposit for any reason, such as the image is blurry, we cannot read the MICR line, or your deposit is not eligible, we will send a notice that your deposit could not be processed through the Mobile Deposit Service. If the check is eligible for processing in accordance with this Agreement but there is a discrepancy between the check and the information that you submitted regarding the check, we have the right to process the check in accordance with the information on the check and to make such adjustments to your Account as necessary to correct the discrepancy. We will provide you with notice of any such adjustment.
76. **Availability of Funds.** Funds deposited using the Mobile Deposit Service will be made available to you in accordance with the funds availability policy in your Deposit Agreement.
77. **Status Information Provided by the FHB Mobile App.** After you transmit images using the Mobile Deposit Service, you will be able to obtain information about the status of your deposit using the FHB Mobile App. This information is for your convenience only and is subject to change. For example, if a deposit that the FHB Mobile App identifies as approved is subsequently discovered to involve an ineligible item, we have the right to withdraw our approval and notify you that your deposit cannot be processed through the Mobile Deposit Service.
78. **Disposal of Transmitted Items.** You agree to retain each check that you transmit using the Mobile Deposit Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check unless we notify you that your deposit of that check could not be processed through the Mobile Deposit Service. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to provide it to us within one (1) Business Day following receipt of our request. If we send you a notice that your deposit could not be processed through the Mobile Deposit Service, you may visit any of our branches for further information about to deposit the check.
79. **Errors.** You agree to notify us of any suspected errors regarding items deposited through the Mobile Deposit Service right away, and in no event later than thirty (30) days after your account statement is sent to you. Unless you notify us within the 30-day period, the account statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
80. **Chargebacks.** If a check deposited through the Mobile Deposit Service credited to your account is subsequently returned to us or is subsequently determined not to be an eligible item, we have the right to charge back that check to your account at any time. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of a returned or ineligible item.
81. **Terms.** You acknowledge and agree that the terms "check" and "item" in the Deposit Agreement include the images you make for deposit through the Mobile Deposit Service.
82. **Your Promises and Indemnification.** You promise us that:
  - You will not transmit any ineligible items.
  - You will not transmit duplicate items.
  - You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
  - The digital image of any check you transmit to us is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.

- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not re-deposit or re-present the original item.
- All information you provide to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations in using the Mobile Deposit Service.

You agree to indemnify, defend, and hold us harmless from any loss resulting from your breach of these promises, including any loss or costs we incur as a result of accepting and processing a check or item you submit to us through the Mobile Deposit Service. Your indemnification in this paragraph is in addition to, and does not replace, your general indemnification of us in this Agreement.

83. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions or poor-quality transmissions, and in the resolution of claims related to items transmitted through the Mobile Deposit Service, including providing, upon request and without cost to us, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.
84. **Change, Suspension or Discontinuance of Service.** We reserve the right to change, suspend, or discontinue the Mobile Deposit Service, in whole or in part, or to terminate your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without notice to you. We reserve the right, in our sole discretion, to add features, eliminate features, or modify features of the Mobile Deposit Service from time to time. Any change will apply upon the effective date of the change, and will apply to your future use of the Mobile Deposit Service, and your continued use of the Mobile Deposit Service will indicate your acceptance of any changes to the Mobile Deposit Service.

## MONEYMAP SERVICE

---

85. **Generally.** The account aggregation and digital money management tools and services that involve accessing third-party account information are collectively referred to as the “MoneyMap Service.” The MoneyMap Service is a personal finance management tool that allows you to conveniently consolidate, organize, and track your financial information in one place. In addition to your FHB Accounts, you can also add accounts from other financial institutions that the MoneyMap Service provides links to, authorizing us to access and retrieve information from those accounts to provide a more complete financial picture. The MoneyMap Service also provides automated spending and cashflow insights and budgeting and debt management tools. You agree that, in order to provide the MoneyMap Service, we and/or our Service Providers must access third-party websites and databases to retrieve your information maintained by third parties with which you have customer relationships, maintain accounts or engage in financial transactions.
86. **Provide Accurate Information.** You agree that all information you provide to us in connection with the MoneyMap Service is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites that you include or access through the MoneyMap Service, and that you have the authority to (i) designate us and our Service Providers as your agent, (ii) use the MoneyMap Service, and (iii) give us and our Service Providers the passwords, usernames, and all other information you provide. We do not review your information for accuracy, legality or non-infringement.
87. **Content You Provide; Use of Your Personal Information and Data.** Your initial use of the MoneyMap Service, including without limitation setting up links to your third-party accounts in the MoneyMap Service, is your authorization for us or our Service Providers, as your agent, to access your designated third-party sites in order to retrieve information on a continuing basis. You are licensing to us and our Service Providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the MoneyMap Service. You agree we may use and maintain your data separately and with that of other users of the MoneyMap Service and/or other services provided by us. You authorize us and our Service Providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the MoneyMap Service or that we or our Service Providers retrieve on your behalf, for purposes of providing and improving the MoneyMap Service, to design promotions and offer to you or make you aware of products and services that may be of interest to you, and for other business purposes. Except as otherwise provided herein, we or our Service Providers, including third-party customer data platforms, may store, use, change, display, or distribute such information or create new content using your personal information and data.
88. **Authority to Access Information.** You grant us and our Service Providers the continuing right to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations granted by you or through your account. For all relevant purposes, you grant us and our Service Providers the right to access third-party sites to retrieve information and use such information as described in this Agreement with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the MoneyMap Service is not sponsored or endorsed by any third-party site. For purposes of this Agreement and solely to provide the MoneyMap Service, you grant us and our Service Providers a limited power of attorney, and appoint us and our Service Providers as your attorney-in-fact and agent, to access third-party websites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do on your own behalf. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE/THEY ARE ACTING AT YOUR REQUEST AND WITH YOUR PERMISSION AND AUTHORIZATION, AND NOT ON BEHALF OF THEMSELVES OR THE THIRD-PARTY SITES.
89. **Privacy and Security.** Our Service Providers will have access to the authentication credentials that you provide for accessing third-party accounts and will use them to obtain your account information only. Our Service Providers are subject to confidentiality and security requirements. Neither your third-party authentication credentials nor your third-party full account numbers will be made

available to FHB or visible to FHB employees. We will use, maintain and protect any other personal information, including your account information, that is made available through the MoneyMap Service in accordance with our Privacy Policy.

90. **Third-Party Accounts.** With respect to any third-party sites we may enable you to access through the MoneyMap Service or any non-FHB accounts you include in MoneyMap Service, you agree to the following:
- A. You are responsible for all fees charged by the third party in connection with any non-FHB accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-FHB account, you agree to direct these to the account provider.
  - B. Any links to third party sites that we may provide are for your convenience only, and we and our Service Providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the MoneyMap Service, are services of the listed institutions. Neither we nor our Service Providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. Neither we nor our Service Providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
  - C. We are not responsible for the accuracy of account information received from third-party websites. We may not be able to foresee or anticipate technical or other difficulties that may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Further, we are not responsible for the timeliness, completeness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. Third-party account information may be more up-to-date when obtained directly from the relevant website. You should periodically confirm the accuracy of your account information through sources independent of us.
91. **Insights.** "Insights" is a tool in the MoneyMap Service available through the FHB Mobile App that provides personalized insights, including information about your spending, deposits, subscriptions, and upcoming recurring payments, in a social-media-style feed to help you monitor and manage your finances. To make Insights more useful to you, you may provide feedback in the tool about which types of Insights you would like to see more or less of. You can delete Insights from your feed at any time within the FHB Mobile App. Insight content is based on information from your Accounts and other accounts you aggregate using the MoneyMap Service. You should not rely on Insights for legal, tax, financial or other professional advice. Insights are not necessarily provided in real-time.
92. **Limitations of Services.** Any information displayed or provided as part of the MoneyMap Service is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes.
93. **Termination.** Use of the MoneyMap Service to aggregate third-party accounts is completely voluntary and at your option. Removal of third-party aggregated accounts can be done by removing those accounts from the MoneyMap Service to stop aggregation services. Although you may remove accounts from the MoneyMap Service, you will remain enrolled in it as long as you have the FHB Mobile App. If you wish to discontinue the MoneyMap Service in FHB Online:
- a. Send us a Secure Message through FHB Online; or
  - b. Contact us at 808-643-4343 (or 1-888-643-4343 from the continental U.S., Guam or Saipan)

You agree that we must have a reasonable amount of time to act on your request. In addition, you agree that we may terminate or suspend your use of the MoneyMap Service at any time and for any reason or no reason, including your non-use of the MoneyMap Service. You acknowledge and agree that we may immediately deactivate or delete your account information from the MoneyMap Service and all related information including any external accounts added to the MoneyMap Service, any categorizations, goals, budgets or alerts set up in the MoneyMap Service and/or prohibit your further access to all related files and the MoneyMap Service. Once removed, this information cannot be retrieved and will need to be newly set up. Further, you agree that we will not be liable to you or any third party for any termination of your access to the MoneyMap Service.

94. **Anonymized Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the MoneyMap Service, may be used by us and our Service Providers to conduct certain analytical research, performance tracking and benchmarking. We or our Service Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. We and our Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate non-personally identifiable information that is derived through use of the MoneyMap Service. Your personally identifiable information will not be sold to third parties.
95. **Your Conduct.** You agree not to use the MoneyMap Service or the content or information delivered through MoneyMap Service in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the MoneyMap Service to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for us or our Service Providers or cause us to lose the services of our Service Providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the MoneyMap Service in such a manner as to gain unauthorized entry or access to computer systems.

## ALERTS/NOTIFICATIONS

96. **Generally.** We provide three type of “Alerts”:

- A. **“Security Alerts”** notify you when important changes are made online to your FHB Online account, such as changing your email or home address, telephone number, Online ID or passcode. Security Alerts are sent to your FHB Online email address on file. Security Alerts are automatic and cannot be turned off.
- B. **“System Alerts”** notify you of important account activities or when certain changes are made to the Services. For example, you will receive a System Alert if you add a new payee or schedule a payment or transfer. System Alerts are sent to your FHB Online email address on file. System Alerts are automatic and cannot be turned off.
- C. **“Customer-Defined Alerts”** allow you to request an alert when certain user-defined conditions are met. For example, you can request a Customer-Defined Alert Notification when your account balance exceeds a certain threshold. You must select and activate Customer Defined Alerts and you may turn them off at any time. You are responsible to input accurate information to set up the Customer-Defined Alert. Customer-Defined Alerts do not replace standard communications you receive from us concerning your Accounts. We are not responsible for any losses, damages, or expenses that may occur if a Customer-Defined Alert is not set up properly or is not processed as a result of factors beyond our reasonable control. Customer-Defined Alerts can be delivered by email notification, text message, or push notification to your mobile device based on where you set up the alert. Certain types of Customer-Defined Alerts, including Customer-Defined Alerts that relate to aggregated third-party accounts, may only be set up in the FHB Mobile App or the MoneyMap tab in FHB Online and are referred to as “Notifications” in those platforms

97. **Methods of Delivery.** We may provide Alerts through one or more channels (collectively, “EndPoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; or (c) an email account, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to ensure that each of your service providers for the EndPoints support the email, push notification, and text message Alerts provided through the Alerts service. You are responsible for all text and data charges and rates imposed by your EndPoint service providers. Alert frequency is not in real time and will be sent once a day, if applicable. You agree to provide us a valid and updated mobile phone number or email address so that we may send you Alerts.

Type of Alert	Setup Method	Text Message	Push Notification	Email
Security Alerts	Automatic			X
System Alerts	Automatic			X
Customer-Defined Alerts	FHB Online Settings Tab			X
Customer-Defined Alerts	MoneyMap Tab in FHB Online	X		
Customer-Defined Alerts	Mobile App Notifications	X	X	

98. **Limitations.** We may add or cancel Alerts from time to time. We usually notify you when we cancel Alerts, but we are not obligated to do so. We may also terminate this Alerts service at any time without prior notice to you. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit Account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any Alert. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert, for any inaccurate or incomplete content in an Alert or for any actions taken or not by you or any third party as a result of an Alert.

99. **Alerts Not Encrypted.** As Alerts delivered via text, email and push notifications are not encrypted, we will never include your password or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## FHB SKILL (FOR AMAZON ALEXA)

100. **Generally.** FHB Skill allows you to use your Alexa-enabled device (“Alexa Device”), such as an Amazon Echo, to communicate with FHB, by voice commands, regarding your FHB Deposit Account or Loan Account (“FHB Voice Banking”).

101. **Eligibility.** To access FHB Skill, you must: (1) be enrolled in FHB Online; (2) have an Alexa Device; and (3) an Amazon account.

102. **Communication, Privacy and Security.** The use of FHB Skill is voluntary. FHB Skill uses the public internet, third-party networks, and inside wiring in your premises to communicate, by voice with us regarding your FHB Deposit or Loan Accounts. To use FHB Skill, you must speak commands and questions aloud to Alexa, and you will receive responses aloud. Your communication with us using FHB Skill constitutes an authorized communication by you. Once you set up your Alexa Device with FHB Skill, you are authorizing FHB to provide information to the Alexa Device based on the Alexa Device security settings. For example, the settings on your Alexa Device may allow your Alexa Device to retrieve information about your accounts based on only verbal requests from anyone who uses your Alexa Device, or to save information about your accounts for easier access. By enabling FHB Skill on your Alexa Device, you are responsible for how FHB Skill is used (including any communication between FHB and your Alexa Device). You are solely responsible for all communications with us using FHB Skill. For example, it is possible that someone other than you



could interact with us using FHB Skill, or that someone could overhear you interacting with us using FHB Skill and learn information about your accounts. It is also possible that Alexa, the Alexa Device and/or Amazon will record your interactions with FHB Skill or Alexa. Consult your agreements with Amazon to learn more about how Amazon and your Alexa Device treat those interactions.

103. **Release of Your Information to Amazon.** Your interactions with us using FHB Skill are subject to the Privacy Policy. By installing FHB Skill, you are authorizing us to perform the actions and share with Amazon the information communicated to us, or requested from us. We will send that information through Amazon. For example, if you request that Alexa tell you your balance on your FHB Account, you authorize us to release that information to Amazon.
104. **Accuracy.** We did not design or manufacture Alexa or your Alexa Device and we did not design and have no control over the other software that runs the Alexa Device (e.g., Alexa and other third-party applications). Alexa could malfunction. Alexa may not hear you correctly and may incorrectly translate what you say, or even say something to you different than what you asked it to say. By using FHB Skill, you understand and agree that we are not responsible for inaccuracies in your interactions with us using FHB Skill. If you have any issues or doubts about the accuracy of your interactions with us using FHB Skill, you can still obtain your Account information on FHB Online, including FHB Mobile Banking.
105. **Intellectual Property Rights.** You agree that all intellectual property rights, including patents, copyrights, trademarks, service marks or other intellectual property rights in and to FHB Skill remain the sole and exclusive property of FHB. Nothing in this Agreement will be construed as granting any of these rights to you. You further agree that that we own FHB Skill and you may not sell, rent, lease, distribute, or provide service to a third party using FHB Skill without our prior written consent.
106. **Amazon Alexa Terms.** FHB Skill is a “Third Party Service” as that term is used in the Amazon Alexa Terms of Use, and your use of FHB Skill will be further governed as set forth in the Amazon Alexa Terms of Use.

## PRIORITY REWARDS & PRIORITY DESTINATIONS BUSINESS CREDIT CARDHOLDERS ONLY

---

107. **Generally; Limitations.** If you are a Business Customer with a Business Credit Card Account, FHB Online allows you to obtain balance and transaction information for your Business Credit Card Account and to transfer money between certain Accounts. However, your use of FHB Online as to your Business Credit Card Account is specifically limited to the following features:
  - A. If you are the owner of the Business Credit Card Account, you may use FHB Online to: (i) review all transaction information on the Business Credit Card Account; and (ii) make transfers to the Business Credit Card Account from certain Accounts.
  - B. If you are an individual cardholder on the Business Credit Card Account, you may use FHB Online to review your individual transaction information on the Business Credit Card Account.

## ENTITLEMENTS FOR BUSINESS CUSTOMERS

---

108. **Generally.** The Entitlements for Business Customers service (“Entitlements”) allows the primary user of FHB Online Business Banking to appoint sub-user access to selected business Accounts for employees, an accountant, or others (each, a “Sub-user”). For each Sub-user and account, the primary user will be required to select one of the following access levels (defined below): No Access, View Access or Full Access (each, an “Access Level”). The Sub-user will log in with its own FHB Online credentials. Some FHB Online Services may be disabled or have reduced functionality for the Sub-user. Appointing a Sub-user within the Entitlements feature does not mean that such person has the same privileges or authorizations on the designated account(s) when banking by telephone or in-person.

No Access: Hides the Account from the Sub-user’s view.

View Access: Allows the Sub-user to view the assigned Eligible Accounts only. A Sub-user with View Access will not be able to perform transactions on the assigned Eligible Account(s).

Full Access: Allows the Sub-user to view account information, initiate internal transfers, and initiate external payments to Billers you have previously established using the Bill Pay Service for assigned Eligible Accounts.

Entitlements may not be available for certain accounts or customers, and we reserve the right to change, restrict, limit, deny, suspend or revoke Access Levels and any other access to Entitlements services in our sole discretion.

109. **Sub-User Authorization.** We will consider the appointment of a Sub-user by one account owner or authorized signer of an Eligible Account as a Sub-user appointed by all other owners of that Eligible Account. By granting Full Access to a Sub-user, you permit that Sub-user to initiate funds transfers or other transactions on an Eligible Account through an FHB Online Service. You hereby authorize all transactions performed by a Sub-user on an Eligible Account, within the scope of the Access Level granted by you using the Entitlements feature even transactions you personally did not want or intend.
110. **Sub-User Appointments.** For each Sub-user appointment, you acknowledge and agree that:
  - A. Each Sub-user will be acting as your agent and has read, understood, and will be bound by this Agreement, and any amendments thereto, and any separate Other FHB Agreements that govern the Eligible Account(s).
  - B. Each Sub-user will access, view and transact on, as applicable, each Eligible Account, and use each Service in accordance with the Access Level granted to the Sub-user by you.

- C. Each time the Sub-user accesses, views or transacts on, as applicable, an Eligible Account, you represent and warrant that you authorize the Sub-user's action.
  - D. If you allow a Sub-user to initiate funds transfers or other transactions, then you agree that for those transactions the Sub-user is an authorized signer on the Eligible Account, subject to the terms of the Other FHB Agreements for your applicable Eligible Account.
  - E. We may rely and act on the instructions of any Sub-user. All transactions performed by a Sub-user on an Eligible Account, including those that you personally did not want or intend, are transactions authorized by you.
  - F. If we get conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of a Sub-user, we may, at our sole discretion, remove, restrict, limit or suspend the Sub-user's access to Entitlements, an Eligible Account or an FHB Online Service.
  - G. You are responsible for monitoring the activity of your Sub-users, and the actions taken using your or your Sub-user's FHB Online credentials. You agree to review your list of Sub-users as frequently as necessary to ensure the list is current and the Access Levels are appropriate.
  - H. You are responsible for ensuring that each Sub-user maintains the confidentiality of the Sub-user's FHB Online credentials (user name, password and other security information), and complies with the password and Security Procedures in this Agreement.
111. **Your Responsibility.** You are solely responsible for managing access to your Eligible Accounts, including the Access Levels, of your Sub-users. We are not responsible for any losses you or others may incur if your Sub-user(s) exceed his or her authority or if you fail to review or revoke access granted to Sub-users. You agree to indemnify, defend, release and hold us harmless for any loss, injury or damage you or others incur as a result of: the actions or inactions of your Sub-user; your failure or delay in notifying us of any modification or revocation of any Sub-user authorization; and/or any losses or damages you may incur before we have a reasonable opportunity to act on your notice or instruction.
112. **Modifying or Revoking Sub-User Authorization.** If you revoke Full Access for a Sub-user, any pending and scheduled transactions initiated by the Sub-user will continue to process unless you timely cancel the transaction in accordance with our policies and procedures. We reserve the right to remove, suspend, or limit the access of a Sub-user from an Eligible Account at any time, and for any reason, without notice to you, any Eligible Account owner or the Sub-user. If you tell us that a Sub-user is no longer authorized on your Eligible Account we will, after we have a reasonable opportunity to act on your notice, consider transactions performed by the Sub-user unauthorized, and we reserve the right, but not the obligation, to require verification from you and/or to deliver this notice to us in writing. If the Sub-user is designated as such on more than one of your Eligible Accounts, you must identify all of the Eligible Accounts affected.
113. **Our Termination of Sub-User Authority.** A Sub-user's authority on Eligible Account(s) will terminate after we have a reasonable opportunity to act on any of the following:
- An Eligible Account owner or authorized signer notifies us that the Sub-user's authority has been revoked.
  - An Eligible Account owner notifies us that the owner or an authorized signer who appointed the Sub-User is no longer an owner or authorized signer on the Eligible Account.
  - A formal written notice of the death or incapacity of the Eligible Account owner or authorized signer who was responsible for appointing the Sub-user (applicable to sole proprietor business accounts only).
  - The Sub-user is no longer enrolled in the Entitlements Service as a Sub-User.

## FEES

114. **Monthly Fees.** Once you have signed up for FHB Online, you will be charged a monthly fee in accordance with the table below, whether or not you use FHB Online during the month unless, before the beginning of the month, you cancel your enrollment. If joint accountholders enroll separately in FHB Online, each will be considered as a separate FHB Online user and each will be assessed the applicable monthly fee. Monthly fees, if any, are generally payable in advance and will be deducted from your designated checking Account at the beginning of the month. However, Direct Connect fees in excess of Bill Pay fees (if any) are charged in arrears for months that Direct Connect was used. Should your designated checking Account be overdrawn or have insufficient funds to cover a monthly fee, we still charge your checking Account for the fee and a special handling charge, or we may deduct it from any other Deposit Account.

### **Personal Checking Customers \***

Type of Service or Feature	Personal Checking Fees
Online Banking (includes Internal Transfers, External Transfers, MoneyMap, Alerts, eStatements, FHB Voice Banking,, and FHB Mobile Banking)	No Charge
Online Bill Pay with Popmoney	No Charge for Priority Banking (1, 2, & 3), Secure Checking, Complete Checking, and Pure Checking with a minimum of \$500 in direct deposits per calendar month \$5.99 per month for all other checking customers

Online Banking & Bill Pay accessed through Direct Connect for Quicken or Quickbooks	\$9.95 per month accessed through Direct Connect (otherwise, Online Bill Pay monthly fee applies)  (No Charge for Online Banking accessed through Express Web Connect and Web Connect)
Expedited Payment Fee	Same-Day (electronic): \$9.95 per payment  Overnight (paper): \$14.95 per payment
Paper + eStatement Fee	\$5.00 per month  (No Charge for eStatement Only or Paper Only)

**Business Checking Customers \***

Type of Service or Feature	Business Checking Fees
FHB Online Business Basic (includes Online Banking; does not include Bill Pay, Popmoney or Entitlements)	No Charge
FHB Online Business Banking (includes Online Banking, Bill Pay, Popmoney and Entitlements)	No Charge for Business Priority Banking (1, 2, & 3). Additional sub-user fee does apply.  \$5.99 per month for all other customers  Up to 2 sub-users included. Additional \$1.00 per month per sub-user after the first 2.
Online Banking & Online Bill Pay accessed through Direct Connect for Quicken or Quickbooks (includes all FHB Online Business services)	\$14.95 per month accessed through Direct Connect (fee is not waived for Priority Banking customers; fee is inclusive of FHB Online Business Banking fee for FHB Online Business Banking Customers)  (No Charge for Online Banking accessed through Express Web Connect and Web Connect)
Expedited Payment Fee	Same-Day (electronic): \$9.95 per payment  Overnight (paper): \$14.95 per payment
Paper + eStatement Fee	\$5.00 per month  (No Charge for eStatement Only or Paper Only)

\* All fees are subject to change by us from time to time. Contact us any time for a current fee schedule.

115. **Other FHB Fees Apply.** Fees for using FHB Online are in addition to the standard charges for your Accounts that apply without regard to FHB Online service. Fees and finance charges may be imposed if a payment or transfer from a Deposit Account results in an advance from your Yes-Check Account or if a transfer is made from another Loan Account. All of these charges are separately disclosed to you in the agreements that apply to such Accounts.

116. **Other Third-Party Fees.** You are responsible to pay for any other charges you may incur in connection with your use of FHB Online, such as long-distance charges, text messaging charges, or Internet service provider fees.

**NOTICES TO US; ERROR RESOLUTION PROCEDURES FOR CONSUMER ACCOUNTS**

117. **In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at 808-643-4343 (or 1-888-643-4343 from the continental U.S., Guam or CNMI). Or write us at First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, Hawaii 96805-1959. Contact us 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 you contact us:

- 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; and
- 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 provisionally 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 provisionally credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and up to 20 Business Days to provisionally credit your account.

We will tell you the results within 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.

118. **Your Liability for Unauthorized Transfers.** You must tell us IMMEDIATELY at the phone number or address listed in preceding section if you believe that your username, password, PIN or other personally identifiable information has been lost, stolen, compromised, or may have been discovered by a third party, or someone has transferred or may transfer money from your Account without your permission, or any of your Accounts have been improperly accessed. Telephoning us immediately is the best way to keep your possible losses down. You could lose all the money in your Accounts (plus the credit available under your Yes-Check line of credit). If you tell us within 2 Business Days after you learn of the loss, theft, compromise, or discovery by a third party of your username or password, or the discovery of unauthorized use, you can lose no more than \$50 if someone used your username and password without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss, theft, compromise or discovery of your username or password by a third party and we can prove we could have stopped someone from using your username and password without your permission if you had told us, you could lose as much as \$500.

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 on which the problem or error appeared was sent 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 periods.

119. **Our Liability for Failure to Complete Transactions.** If we do not complete an FHB Online transfer, Bill Payment, or Popmoney Payment (collectively in this Section referred to as a "Transfer") to or from your Deposit Account on time or in the correct amount according to our agreements with you, we will be liable for your direct 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 Deposit Account (and, if linked to a Yes-Check line of credit, enough available credit) to make the Transfer.
- If any portion of the system used to access or use FHB Online was not working properly and you knew about the breakdown when you started the Transfer.
- If circumstances beyond our control (such as strikes, riots, fire, flood, hurricane, power failure, equipment failure, government action, computer viruses, computer hackers, etc.) prevent the Transfer, despite reasonable precautions we have taken.
- If you violate any law or regulation in connection with your use of FHB Online, including without limitation the sanctions laws administered by the U.S. Office of Foreign Asset Control.
- If you did not properly follow the terms of this Agreement or online instructions on how to make the Transfer.
- If you did not give us complete, correct, and current instructions regarding the Transfer.
- If you did not authorize a payment soon enough for the payment to be made, transmitted, received, and credited by the payee on or before the due date.
- If there are postal delays or processing delays by the Payee.
- If your Computer Equipment malfunctioned for any reason.
- If your Computer Equipment is unsuitable or incompatible for any Service, regardless of the cause of the error or failure.
- If the Transfer could not be completed because the FHB Online system was unavailable, as discussed in Section 125 below.
- If we or you terminate this Agreement before a Transfer is scheduled to occur.

In addition to the above, there may be other exceptions stated in our agreements with you.

120. **Consumer Users and Accounts Only.** The error resolution and liability terms in this Section apply solely to consumers making electronic transfers and do not apply to Investment Accounts, Trust Accounts, Insurance Policies, or Business Customers. Subject to applicable law, **if you are a Business Customer or if an Investment Account, Trust Account, or Insurance Policy is involved, you assume the entire risk for fraudulent, unauthorized, or otherwise improper use of FHB Online and/or your credentials.**

121. **Notices to Us.** Unless we expressly state otherwise in this Agreement, any written notices to us concerning FHB Online must be sent by postal mail to the address shown in Section 117 (In Case of Errors or Questions About Your Electronic Transfers). You can also reach us at the telephone number above or by messages as described below for questions and other purposes concerning FHB Online, but such calls or messages will not constitute legal notices under this Agreement. Notice from any one of you will be effective for all of you. Your notices will be effective when we have had an opportunity to act upon the notice after it is received by us except as to situations in which this Agreement provides or contemplates an earlier effectiveness.

## MESSAGE SYSTEM AND OTHER COMMUNICATIONS

---

122. **Use Messages Only For Non-Urgent Communications.** FHB Online allows you to send us secure "Messages." We will not monitor our Message system continuously and your Messages to us may not be read for several hours or until the following Business Day. Therefore, you should not rely on Messages and if you need our immediate attention, call us at 808-844-4444 (or 1-888-844-4444). For example, if you need to stop payment on a paper check, to report a lost or stolen card, or to report an unauthorized transaction

from one of your Accounts, you should call us to ensure prompt action on your request. We will not take action based on your Message requests until we actually receive and read your Message and have a reasonable opportunity to act on it.

**123. Limitations of the Message System.**

- You cannot use email or Messages to initiate money-movement transactions on your Account.
- The Message system may not be used to submit transaction requests involving Investment Accounts, Trust Accounts, or Insurance Policies. Contact our Wealth Management Group directly to submit such transaction requests.
- We cannot act on email or other messages that you send us from an external email address (e.g., email outside the FHB Online system). If you would like to contact us, send us a Message through the Site using a web browser, or by other traditional means of contacting us, such as telephone, mail, or in person at an FHB branch.

**124. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular mobile phone number) and/or email address, you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our Affiliates and agents. You further consent to receiving, text messages from us, and/or emails from us for marketing purposes in connection with FHB Online and the Services, and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

**SYSTEM UNAVAILABILITY, CUTOFF TIMES & ACCOUNT UPDATES**

---

**125. System Unavailability.** FHB Online will not be available during periods of scheduled or unscheduled maintenance, with or without notice. Generally, weekly routine FHB Online maintenance will occur between the hours of 8:00 p.m. Saturdays through 4:00 a.m. Sundays, HST, but outages may vary depending on the Service Provider. There will also be brief daily maintenance or other unscheduled maintenance during which times FHB Online may not be available. FHB Online might also be unavailable as a result of unforeseeable events, such as earthquakes, fires, floods, computer failures, interruptions in power or telephone service, strikes, labor shortages, epidemics, pandemics, or in the event that we or the Service Provider determine that use of FHB Online does not comply with the requirements of applicable service agreements.

**126. Cutoff Times.** All Transfers and Bill Payments that you complete and transmit will generally be processed after 5:00 p.m. HST (“cutoff time”) on every Business Day, although we cannot assure that this will not occasionally be later. Transactions transmitted at or after the actual cutoff time or on a day other than a Business Day will be processed on or after the cutoff time on the following Business Day. The cutoff time for Bill Payment Services will be as shown online in the Bill Payment Service.

**127. Deposit and Loan Accounts.** Account information for Deposit and Loan Accounts will be updated at about 8:00 a.m. HST, Tuesday through Friday, excluding the day following a holiday and at about 10:00 a.m. HST on Saturdays, although we cannot assure that this will not occasionally be later.

**128. Investment and Trust Account Updates.** Account information for Investment and Trust Accounts whose balances are displayed in FHB Online will generally be updated each Business Day when the market is open to reflect information from the prior Business Day when the market was open.

**129. Insurance Policy Valuation Information.** Valuation information is only available for certain Insurance Policies. Valuation information, if available, will be updated on a monthly basis.

**130. Non-Liability.** We and our Service Provider cannot and do not assume responsibility for losses, damages, or expenses that may occur because the FHB Online is unavailable at any given time, even if that unavailability is unscheduled, or because Account information is not updated.

**PRIVACY AND USE OF YOUR PERSONAL INFORMATION**

---

**131. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**132. Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in Section 133 (Information Authorization):

- A. Where it is necessary for completing transactions.
- B. When it is necessary for activating additional services.
- C. In order to verify the existence and condition of your account for a third party, such as credit bureau or Biller.
- D. To a consumer reporting agency for research purposes only.
- E. In order to comply with government agency or court orders.
- F. If you give us your written permission.

G. When it is necessary or helpful to enable you to use FHB Online, such as obtaining Account information or performing any other functions or transactions described in this Agreement, or to resolve questions or problems regarding your use of FHB Online.

133. **Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services. The following provisions apply to certain Services:

- A. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- B. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our Service Providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

134. **Our Reserved Rights.** We also reserve the right to use personal information about you for our and our Service Providers' use to send you information about our and our Service Providers' products and services.

135. **Privacy of Others.** If you receive information about another person through a Service, you agree to keep the information confidential and only use it in connection with such Service.

## TERMINATION OF FHB ONLINE ENROLLMENT OR ACCOUNTS

---

136. **Termination, Cancellation, or Suspension.** Either you or we may terminate this Agreement at any time. You may do so by contacting us by email, letter, secure message or telephone call with your request. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of any or all Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. Termination, in whole or in part, may result in discontinuance of Services, in whole or in part as applicable, and may result in deletion, forfeiture and destruction of information associated with your Account.

137. **Effect of Closing Accounts.** If you cease to have any Accounts with us, we reserve the right to terminate your FHB Online enrollment without notice. If either you or we close an Account while there are any payments pending, this will cancel all payments scheduled to be made from that Account but will not terminate this Agreement as to other Accounts. In all cases, you will remain responsible for all Transfers or Bill Payments that you have requested even if the Account is closed unless all Transfer(s) and/or Bill Payment(s) are cancelled as provided in FHB Online.

## CHANGES TO THIS AGREEMENT AND THE SERVICES

---

138. **Our Rights.** We may change this Agreement by modifying any or all of its terms, or by adding new terms or removing some of its terms. For example, changes may include increases or decreases in the monthly fees payable under this Agreement, or the addition of new fees for other services offered under this Agreement. We may also change, add, limit, suspend, delete, discontinue or impose restrictions features or Services, or any part of it, at any time without notice. We will give you notice of all changes to this Agreement and the Services as set forth below. Your continued use of FHB Online will signify that you agree with the changes.

139. **Notice of Changes.** We will provide you with advance notice of any change unless: (i) we believe that immediate implementation of the change is necessary to protect the security or integrity of the FHB Online system; (ii) the change is an enhancement to FHB Online; or (iii) the change does not increase your obligations or reduce your rights under the Agreement or with regard to FHB Online.

140. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the applicable Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. Notices will be effective on the earliest of when the notice is displayed upon login to FHB Online, when the notice is deposited with the U.S. Postal Service, or when the notice is transmitted by email or text, unless we indicate within the notice a later effective date.

## DISCLAIMER OF WARRANTIES, INDEMNIFICATION, RELEASE, AND LIMITATION OF LIABILITY

---

141. **No Warranties.** FHB Online provides information furnished by third parties, which may include links to other websites. Our Service Provider may be furnishing this information and these links. However, neither the Service Provider nor we are or will be making any warranties, express or implied, regarding this information or any links to other websites, and we assume no responsibility for the accuracy, completeness, reliability, or suitability of the information provided by our Service Provider or other third parties or the information, offers, or activity found on other websites to which you may be sent via a link on FHB Online.

YOU AGREE YOUR USE OF FHB ONLINE, INCLUDING ALL SERVICES AND PLATFORMS, AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK.

FHB ONLINE AND THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF FHB ONLINE MAY BE INTERFERRED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

NEITHER WE NOR OUR SERVICE PROVIDERS MAKE ANY WARRANTY THAT: (A) FHB ONLINE WILL MEET YOUR REQUIREMENTS; (B) FHB ONLINE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM FHB ONLINE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH FHB ONLINE WILL MEET YOUR EXPECTATIONS; AND (E) ANY ERRORS IN FHB ONLINE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH FHB ONLINE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR SERVICE PROVIDERS THROUGH OR FROM FHB ONLINE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

142. **Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THEIR AFFILIATES AND THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS OF EACH OF THESE, FROM ANY LOSS, DAMAGE, CLAIM OR DEMAND (INCLUDING SETTLEMENT AMOUNTS AND ATTORNEYS' FEES) MADE OR INCURRED BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT AND/OR YOUR ACCESS TO OR USE OF FHB ONLINE, OR ANY PORTION THEREOF, INCLUDING THE SERVICES, OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANYONE.

143. **Release.** YOU RELEASE US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE THAT MAY ARISE BETWEEN YOU OR ONE OR MORE OTHER USERS OF FHB ONLINE, OR ANY PORTION THEREOF, INCLUDING ANY SERVICES. In addition, if applicable to you, you waive California Civil Code § 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

144. **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waver of any rights or remedies on future occasions.

145. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICES AND THE PORTION OF FHB ONLINE THROUGH WHICH THE SERVICES IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR

FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF FHB ONLINE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF FHB ONLINE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 148, 150 AND 174 BELOW WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU FURTHER AGREE THAT NEITHER WE NOR OUR AFFILIATES OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, DATA, OR OTHER LOSSES RESULTING FROM (i) THE INABILITY TO USE, INTERRUPTION OF USE, OR TERMINATION OF USE OF FHB ONLINE, OR ANY PORTION THEREOF OR PLATFORM THEREFOR, (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM FHB ONLINE, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON FHB ONLINE, OR (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE; REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF SUCH DAMAGES WERE REASONABLY FORSEEABLE AND/OR WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

## AGREEMENT TO ARBITRATE CLAIMS

---

146. **Generally.** 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 these sections regarding arbitration (the "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.

147. **Your Right to Opt Out.** 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.

148. **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 Arbitration Provision, "you" includes yourself, any joint account holder, 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.

149. **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.

150. **Electing Arbitration.** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing. Your notice to us shall be sent to First Hawaiian Bank, 999 Bishop St., Honolulu, Hawaii 96813, ATTN: General Counsel ("Arbitration 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."
151. **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.
152. **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 Arbitration 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 Arbitration 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.
153. **Place of Arbitration.** Any arbitration hearing that you attend will take place at a venue within the federal judicial district where you reside.
154. **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.
155. **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.
156. **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.
157. **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.
158. **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 "Arbitration Opt Out Notice"). To be effective, your written Arbitration 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 Arbitration 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.

## OTHER IMPORTANT TERMS

---

159. **Prohibited Payments.** The following types of payments are prohibited through the Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- A. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States).
- B. Payments that violate any law, statute, ordinance or regulation.
- C. Payments that violate the Acceptable Use terms in the paragraph below.
- D. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction.
- E. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.
- F. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services.
- G. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us of any violations of this Agreement.

160. **Acceptable Use.** You agree to use the Services for your own personal use and only in a manner that complies with all laws that apply to you. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of FHB Online, including all features and the Services, regardless of the purpose of the use, and for all communications you send through the Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using FHB Online for communications, payments, transfer or other activities that: (a) violate any law, statute, ordinance, rule or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) include any material or information that is false, misleading, or inaccurate; (f) include any material that would expose us or any of our Affiliates or Service Providers or any other third party to liability; (g) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (h) impose an unreasonable or disproportionately large load on our infrastructure; (i) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (j) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy any Service or the portion of the Site through which the Service is offered without our prior written permission; (k) constitute use of any device, software or routine to bypass technology protecting the Site or any Service, or interfere or attempt to interfere, with the Site or any Service; or (l) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of this Agreement.

161. **Prohibited Communications on FHB Online.** In addition to the above, and without limiting the foregoing, FHB Online shall not be used to transmit or disseminate material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of us or any Service Provider; or material or data using language or imagery that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), gambling-related (e.g., casinos, lotteries), or specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier.

162. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Services. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Providers also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us

the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

163. **General Prohibitions.** You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner with the provision of FHB Online, the security of FHB Online, or other FHB Online users; or (d) otherwise abuse or exploit FHB Online. Without limiting the foregoing, you agree that you will not use FHB Online to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of us, our Affiliates, or any Service Provider involved in the provision of FHB Online.
164. **Monitoring/Recording Telephone Calls.** Our supervisory personnel may listen to and record your telephone calls to us for the purpose of monitoring and improving the quality of service you receive.
165. **Emergency Situation.** In the event of an emergency situation beyond our reasonable control, such as an "act of God," war, fire, flood, natural disaster, computer failures, interruptions in power or communications services, strikes, labor shortages, epidemics or pandemics, 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.
166. **Intellectual Property.** All marks and logos related to FHB Online or any Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or any Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to FHB Online and the Services, the technology related to the Site and the Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or any Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
167. **Improper Use.** You may not use FHB Online: (a) in any anti-competitive manner; (b) for any purpose which would be contrary to our business interest; or (c) to our actual or potential economic disadvantage. You may not, directly or indirectly, (i) decipher, decompile, disassemble, reverse engineer, reverse compile or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of Services or any technology used to provide the Services, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, reproduce, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive under this Agreement,.
168. **Eligibility.** FHB Online is offered only to persons or entities who can form legally binding contracts under applicable law. Without limiting the foregoing, we may, in our sole discretion, permit certain minors to use FHB Online, such as where the minor is joint on an Eligible Account with a parent or guardian as a co-signor or guarantor and where we or our Service Providers may restrict access to certain features or Services, including External Transfers, Bill Payment, and PopMoney. By using FHB Online, you represent that you meet these requirements and you agree to be bound by this Agreement.
169. **Our Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the FHB Online and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 169 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law, or otherwise.
170. **Services Disclaimer.** The Services are not intended to provide legal, tax or financial advice. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought; before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant, attorney or other financial or tax advisors who are fully aware of your individual circumstances. We and our Service Providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on FHB Online. Further, we and our Service Providers are not responsible for any credit, insurance, employment or investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. We and our Service Providers do not warrant that the Services comply with the requirements of FINRA or those of any other organization anywhere in the world.

171. **No Obligation.** By using FHB Online and the Services, you agree that we are not obligated to comply with any testing or customer reviews or provide documentation evidencing our compliance with laws or the Agreement, including, without limitation, requests for internal or external control testing, internal policies and procedures, incident reports, or any other similar documentation.

## MISCELLANEOUS

---

172. **Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions, or contact information.

173. **Assignment.** We can assign any or all of our rights and obligations under this Agreement to a third party. You cannot sell, assign or transfer any of your obligations under this Agreement, whether in whole or in part.

174. **Governing Law and Jurisdiction.** Hawaii law and applicable U.S. federal law and regulations govern this Agreement, even if the laws of another jurisdiction govern your Deposit Agreements and/or Credit Agreements. You agree that any legal action that may be filed by you elsewhere will be transferred to the appropriate court in Hawaii, if we decide we want it to be transferred. The end user agreement and software license with the Service Provider may provide for the law of another state to apply.

175. **Export Restrictions.** You acknowledge that FHB Online, the Services and any software underlying the same are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that FHB Online may include technical data subject to export and re-export restrictions imposed by U.S. law.

176. **Enforcing this Agreement.** If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

177. **Headings.** The headings in this Agreement are used here for convenience, and do not define, limit or enlarge the scope of this Agreement of any of its provisions.

178. **WAIVER OF JURY TRIAL AND CLASS ACTION.** You and we agree that, with respect to any dispute with us or our Service Providers, arising out of or relating to your use of FHB Online or this Agreement: (i) YOU AND WE HEREBY WAIVE OUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.