



PRIORITY DESTINATIONS PROGRAM AGREEMENT FOR PRIORITY DESTINATIONS WORLD ELITE PERSONAL CREDIT CARDS

By requesting participation in the Priority Destinations® World Elite Program (“Program”), you agree to be bound by all the terms of this Priority Destinations World Elite Program Agreement (“Agreement”). In this Agreement, the words “you” or “your” mean everyone who applied or requested for membership in the Program as well as any other person who is a joint cardholder on a Priority Destinations World Elite Credit Card Account (“Card Account”) used under the Program. The words “we,” “us,” “our,” or “Bank” mean First Hawaiian Bank and other agents we use under the Program. Unless otherwise defined herein, capitalized terms shall have the meanings given in the Priority Destinations World Elite Credit Card Agreement governing your account (“Card Agreement”).

Program and Rewards Eligibility

1. You must be a Card Account holder to participate in the Program.
2. Membership in the Program is subject to this Agreement and the applicable Card Agreement. Any failure to comply with this Agreement or the Card Agreements, any fraud or misrepresentation of any information furnished to us or our affiliates by you, or anyone acting on your behalf, may result in the termination of membership in the Program and/or forfeiture of your Priority Destinations Priority Miles® (“Priority Miles”) earned under your Card Account. Notwithstanding anything to the contrary in this Agreement, the terms of the applicable Card Agreement will control over any inconsistent term in this Agreement.
3. In order to earn or redeem Priority Miles under the Program, your Card Account must be open and in good standing. Any credit on your Card Account because of a return of goods or for any other reason will result in a corresponding deduction of Priority Miles. Determinations of what constitutes a closed Card Account or Card Account in good standing will be made at our sole discretion.
4. You are not eligible to redeem any available Priority Miles if your Card Account in the Program is closed.

Termination or Changes to the Program

5. We reserve the right to terminate the Program or to change the Program rules, benefits, or Priority Miles levels, in whole or in part, at any time with or without notice, even though changes may affect your ability to use accumulated Priority Miles. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change of this Agreement, you must immediately cease participation in the Program. The accumulated Priority Miles do not entitle you to any vested rights with respect to Priority Miles, credits, rewards, or benefits.

Accumulation of Priority Miles

6. Priority Destinations World Elite Credit Cards earn five (5) Priority Miles for every one (1) dollar spent for the first \$6,000 in a calendar year on net qualifying travel purchases and thereafter, earn two (2) Priority Miles for every one (1) dollar spent on any other net qualifying travel purchases, rounded to the nearest whole dollar; two (2) Priority Miles per \$1 spent on net qualifying everyday purchases (gas, grocery, cable TV, phone and other monthly utilities), rounded to the nearest whole dollar; and one (1) Priority Mile per \$1 spent on all other net qualifying purchases, rounded to the nearest whole dollar. Priority Miles will be deducted for any returns or credits made on your Card Account.

7. The following types of transactions do not earn Priority Miles: cash advances, balance transfers, convenience checks, ATM withdrawals, PIN transactions, money transfers (including P2P payments), quasi cash transactions (including purchases of traveler's checks, money orders, foreign currencies and cryptocurrencies), lease and loan payments, truck stop transactions, tax payments, gambling transactions, unauthorized or fraudulent charges, finance charges and other card-related fees.
8. Purchases must be submitted by eligible merchants to qualify for additional Priority Miles beyond one (1) Priority Mile per \$1 spent. Eligibility is determined by the merchant's Merchant Category Code (MCC). We will determine which MCCs fit in special travel and everyday purchase categories; however, we do not control how MCCs are assigned to merchants. There may be times when a merchant is ineligible based on its MCC even though the merchant or some of its merchandise appears to fit in a special purchase category. First Hawaiian Bank reserves the right to determine which purchases qualify to receive additional Priority Miles.
9. Without limiting the foregoing, purchases at department stores, superstores, and warehouse clubs are not eligible to receive additional Priority Miles.
10. Questions as to what constitutes a qualifying purchase, as well as any exceptions, are at our sole discretion. We reserve the right to verify and adjust Priority Miles at any time without notice.
11. Priority Miles are earned and available for redemption a reasonable time after qualifying transactions have been posted. Priority Miles balances and activity can be viewed online at www.fhbdestinations.com or by calling the Redemption Center toll-free at 1-877-676-5171.

Expiration/Termination of Priority Miles

12. Priority Miles accrued shall be maintained in the rewards account until they are redeemed or until they expire, whichever occurs first. Priority Miles accrued shall be subject to expiration on the last day of the twenty-four (24) months after the last account activity in the Card or Rewards Account. Activity includes Card purchase transactions and redemptions. In cases where Priority Miles are for any reason removed from an account, such as for the redemption of rewards, and later returned, the return of the Priority Miles to the account shall not count as account activity.
13. Priority Miles have no cash value except as described in connection with the Program and may not be used to repay other obligations to us or anyone else.
14. If your Card Account is closed for any reason, all unredeemed Priority Miles on your rewards account shall automatically expire and cannot be used or redeemed for any purpose.
15. Neither you, nor anyone claiming through you, are entitled to compensation from us or anyone else if Priority Miles are lost or terminated in any way.

Redemption of Priority Miles

16. All rewards, cash purchases and related fees are non-refundable and cannot be changed unless permitted by the terms specific to that redemption and/or purchase. Please review the specific terms and conditions provided at the time of redemption and/or purchase.
17. Minimum Priority Mile amounts apply for all rewards. See the Redemption Schedule or Priority Destinations website for details on minimum Priority Miles required.
18. The Redemption Schedule is available to you online at www.fhb.com, your nearest branch, or by calling the Redemption Center at 1-877-676-5171, and it shows the Priority Miles required for different types of rewards.
19. Priority Miles in your rewards account may only be redeemed while your Card Account is open and in good standing.

20. You may elect to transfer Priority Miles to other Program participants (also known as gifting). There is no fee for transferring miles. Transferred Priority Miles are set to the expiration date of the account receiving the Priority Miles. Transferring or receiving Priority Miles does not qualify as redemption or purchase activity.
21. All Program redemptions, transferring of Priority Miles and travel-related inquiries must be done by calling the toll-free number 1-877-676-5171. Redemptions can also be done online at www.fhbdestinations.com, or by using the Mastercard Pay with Rewards™ mobile app. For information related to your Card Account call BankCard Customer Service at 808-847-0056 or 1-855-616-6980.
22. Individual merchants and service providers are responsible for the quality and performance of any goods or services each provides as a benefit under this Program. Any rules of the merchants relating to returns and exchanges apply. We are not affiliated with the providers of goods and services offered through the Program, and we are not responsible for the goods or services offered through the Program. Any disputes concerning rewards will not affect your payment obligation to us on your Card Account. We are not responsible for any disputes among cardholder, authorized users, merchants, or providers of the Program. Travel redemption services, travel reservations, and issuance of travel documentation are provided by the Program travel agency and not by First Hawaiian Bank.

Travel and Activities

23. You may redeem your Priority Miles for airline tickets, tours, cruises, hotel accommodations, car rentals, activities, and applicable taxes and additional charges up to your available Priority Miles balance. If your available Priority Mile balance is not sufficient to pay for the requested reward, you may elect to pay the difference and have this amount charged to your Card Account. Priority Miles are considered fully redeemed when an airline ticket or other travel reward is emailed or mailed to you.
24. All travel and activity rewards are subject to availability.
25. There is no travel agency fee for airline tickets redeemed with Priority Miles. Each cash only airline ticket booking is subject to a \$30 non-refundable agency fee.
26. All tours must be booked at least 30 days prior to the departure date. For reservations made 29 days or less prior to departure, the travel agency will charge a \$25 special handling fee. Once a booking has been made, each change made 30 days or more prior to departure will incur a \$15 fee, and \$25 for each change made 29 days or less prior to departure. Changes are also subject to change fees imposed by the tour provider.
27. A non-refundable \$27 cancellation fee is charged for each airline ticket cancelled after 24 hours from time of booking.
28. There are no travel agency fees for non-airline bookings.
29. You will be notified at the time of booking when these travel agency fees apply.
30. If you choose to make an eligible change through the travel agency, changes are subject to a non-refundable travel agency fee of \$30 for each airline ticket or itinerary. You must also pay any differences in rates, fares and any change fees required by the provider. You will be notified of these additional charges at the time of the change request.
31. No shows for travel and activity bookings will result in a total forfeiture of any payments made and Priority Miles used by you in connection with the reservation, without credit due.
32. All tickets will be issued as electronic tickets emailed to you unless electronic tickets are not available due to airline restrictions. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, not received, or otherwise destroyed tickets.
33. Tickets or other travel rewards may be issued in any designated individual's name but must be redeemed by you or a joint cardholder of the Card Account.
34. We and the travel agency are not responsible for communication of flight schedule changes. Please confirm the scheduled departure time at least 48 hours prior to departure for domestic flights and at least 72 hours prior for international flights.

35. Travelers are responsible for any documentation, identification, check-in, and minimum age requirements. Please contact the carrier or other provider for details on these requirements.
36. Other fees and costs you are responsible for may include, without limitation, baggage fees, airline meals, resort fees, hotel energy surcharges, charges for incidentals, optional rental car services and any applicable local taxes or other airline departure/arrival charges not otherwise covered by the ticket taxes.

Redemption using Mastercard Pay with Rewards™ mobile app

37. Mastercard cardholders may use the Mastercard Pay with Rewards mobile app to redeem Priority Miles for statement credits up to the amount of eligible purchases. The minimum redemption amount is \$25 (3125 Priority Miles). The Mastercard Pay with Rewards mobile app is available on Android and iOS.
38. Pay with Rewards can be used for most Mastercard credit purchases at most merchants. This applies to in-person, online, and recurring payments. Merchants within certain Merchant Categories are excluded: Betting, including Lottery Gaming and Wagers, Automated and Manual Cash Disbursements at Financial Institutions, (i.e., Cash Advances); Money Transfers; Non-Financial Institutions Foreign Currency Orders Money Orders and Travelers Cheques; Tax Payments; Truck Stop Transactions; Hotels and Motel Lodging; Car and Truck Rental Agencies; Gas Stations; Cruise Ships and other merchants or transactions requiring pre-authorization, as Mastercard may designate from time to time, without further notice to you. Eligibility is determined by the merchant's Merchant Category Code (MCC). First Hawaiian Bank does not control how MCCs are assigned. Some purchases may not be eligible based on MCC though the merchant or some of its merchandise does not appear to fit in one of the above-mentioned categories. Purchases are also not eligible for redemption if the transaction is not processed by the Mastercard payment network. First Hawaiian Bank reserves the right to determine which purchases are eligible for Pay with Rewards and may modify the list of excluded MCC categories at any time. First Hawaiian Bank is not affiliated with any merchants, nor is any merchant a sponsor of the Priority Destinations Program. By using the Mastercard Pay with Rewards mobile app, you agree to be solely responsible for the redemptions made using the app. First Hawaiian Bank will not be responsible for reversing accidental or willful redemptions made with the app. Eligible purchases made within one (1) billing cycle or up to 45 days are eligible to be redeemed. Allow up to 45 days after your redemption has been completed to receive statement credits. Statement credits will be applied to the primary account (as determined by Mastercard records) linked to the Mastercard used to make the eligible purchases. Account must be open and in good standing at the time the statement credits are applied.

Cash Rewards

39. Checks issued upon request by you or a joint cardholder of the Card Account, will be made payable to both the primary cardholder (identified as the applicant on the application) and the secondary cardholder, and mailed within fourteen (14) days of request. Checks shall be delivered to the billing address by uninsured first-class mail. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, or otherwise destroyed checks.
40. Cash reward statement credits, including Pay with Rewards redemptions, will appear approximately seven (7) days after redemption. Statement credits are only available for Programs linked to a Mastercard credit card.

Prepaid Cards

41. Priority Miles may be redeemed for prepaid cards only in amounts set forth in the Program. Prepaid cards may be used at most places that accept Mastercard worldwide. They are non-reloadable and cannot be used at an ATM or bank for cash.

42. Bank is not the issuer of the prepaid cards. Separate terms and conditions, including fees, apply. Please see the cardholder agreement that comes with the prepaid card for more information. Prepaid cards cannot be returned.
43. Prepaid cards ship approximately 2-3 weeks after redemption and are delivered by uninsured first-class mail. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, or otherwise destroyed cards.

Gift Cards, Gift Certificates, E-Certificates and Merchandise

44. Bank is not affiliated with any of the listed merchants and the listed merchants are not sponsors of this Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants.
45. Gift cards/certificates/e-certificates may be applied toward the cost of any eligible merchandise and merchant services at participating vendors only, through the expiration date, if any, except where prohibited by law. If your purchase exceeds the value remaining on the gift card/certificate/e-certificate, you must pay for the excess at the time of purchase. You agree to settle all disputes about purchases you make using your gift card/certificate/e-certificate with the merchant. Gift cards/certificates/e-certificates cannot be resold and are non-refundable.
46. Applicable fees may vary by individual merchant. Please see the merchant's website for additional terms and conditions, which are subject to change.
47. Gift cards and certificates with values less than \$250 are shipped via standard U.S. mail. Gift cards and certificates with values of \$250 or greater are shipped via UPS. E-certificates are emailed to the address specified at the time of redemption. Gift cards/certificates/e-certificates will not be replaced if lost or stolen unless the merchant allows such replacement. Please see the merchant's website for specific terms and conditions related to lost or stolen gift cards and certificates.
48. Merchandise and Gift Cards with values of \$250 or greater cannot be shipped to a P.O. Box address.
49. Merchandise that is in stock will ship within approximately 7 business days after the redemption date. Some items may not ship to all locations. Out of stock and larger items may take longer to ship. If an item is out of stock you will be notified by phone within approximately 7 business days following the redemption. If you do not want to wait for out of stock items to ship, you have the option of canceling the redemption by notifying the Redemption Center agent at the time you are informed of the delay.
50. Merchandise shipped outside of the 50 United States (for example, to Guam and Saipan) will incur additional shipping and handling charges. You will be notified by phone of these additional charges within approximately 7 business days following the redemption. If you do not wish to pay the additional shipping charges you have the option of canceling the redemption by notifying the Redemption Center agent at the time you are informed of the additional shipping charges.

World Elite Mastercard Benefits

51. Additional Mastercard World Elite cardholder benefits are available to you as described in your FHB Mastercard World Elite Guide to Benefits, the terms of which are incorporated herein by reference.
52. Accessing some of these benefits may involve charges to your account. You are responsible for all such charges, even if your account has been closed for any reason.
53. Without limiting the foregoing, you authorize Lounge Key, Ltd., to charge your account for, and you agree to pay, all charges for accessing airport lounges as part of the Mastercard Airport Experiences provided by LoungeKey program (currently \$32 per cardholder or guest per visit).

54. You will receive two (2) free lounge visits per calendar year. A calendar year is defined as January 1 through December 31. At the end of the calendar year, unused visits will not carry over to the following year.

Miscellaneous

55. Rewards accounts may not be combined with other rewards accounts. Priority Miles may not be combined with any other type of promotion, frequency rewards program, or certificate(s).
56. Accumulated Priority Miles do not constitute your property and cannot be bought, sold or transferred in any way (including by reason of death, as a part of a domestic relations matter, or otherwise by operation of law) unless specified herein or otherwise provided by us. Any violation of the foregoing restriction may subject the Card Account to termination, deduction of Priority Miles from his or her Card Account, and/or liability for damages and litigation and transaction costs.
57. Please consult your tax advisor concerning any income or other tax consequences that may be related to the Program. Liability for any applicable federal, state, or local tax arising out of the accumulation or redemption of Priority Miles shall be your sole responsibility.
58. The Program is void where prohibited by federal, state, or local law.
59. Neither our failure to exercise any of our rights under this Agreement, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under this Agreement on one occasion, such waiver shall not operate as a waiver to any other occasion.

Limitation of Liability

60. Neither we nor any of our agents connected to the Program shall be liable for any bodily harm and/or property damage that may result from your participation in the Program, redemption of Priority Miles, or for the performance by any airline for transportation services or any other type of goods or services whatsoever provided or to be provided through the Program. We do not endorse, guarantee, or warrant the goods and services offered by any airline, cruise provider, lodging establishment, or any other travel vendor, retailer, or other type of service or product supplier participating in the Program. To the fullest extent permitted by law, we specifically disclaim any representations or warranties, express or implied, regarding the Program, Priority Miles, travel rewards, and any products or services, including any **WARRANTY OF MERCHANTABILITY** or **FITNESS FOR A PARTICULAR PURPOSE** or implied warranties arising from course of dealing or course of perform