



# First Hawaiian Bank.

## PLATINUM HERITAGE CREDIT CARD AGREEMENT (Private Banking)

Effective 6/1/2023

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>2.99%</b> Intro fixed APR for your first eight billing cycles following the opening of your account. After that, the APR will be <b>15.74%</b> . This APR will vary with the market based on the U.S. Prime Rate.
<b>APR for Balance Transfers</b>	<b>2.99%</b> Intro fixed APR for your first eight billing cycles following the opening of your account for balance transfers made within thirty days of account opening. After that, the APR will be <b>15.74%</b> . This APR will vary with the market based on the U.S. Prime Rate.
<b>APR for Cash Advances</b>	<b>18.00%</b> Fixed
<b>Penalty APR and When it Applies</b>	<b>18.00%</b> Fixed This APR may be applied to your Credit Card account if you make a late payment.  <b>How Long Will the Penalty APR Apply?:</b> This Penalty APR will apply until you make six consecutive Minimum Payments when due.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire New Balance by the Payment Due Date each month. We will begin charging interest on Cash Advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

Fees	
<b>Annual Fee</b>	<b>\$50</b> (We reserve the right to waive the fee so long as you remain a Private Banking customer.)
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>Foreign Transaction: <b>3%</b> of the U.S. dollar amount of any Purchase or Cash Advance made in a foreign currency</li> <li>Balance Transfer: Either <b>\$5</b> or <b>5%</b> of the amount of each transfer, whichever is greater</li> <li>Cash Advance: Either <b>\$10</b> or <b>5%</b> of the amount of each Cash Advance, whichever is greater</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>Late Payment: Up to <b>\$40</b></li> <li>Returned Payment: Up to <b>\$40</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (including new Purchases)." See the paragraph of this Agreement titled "Computing Your Interest Charge" for more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if you make a late payment.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

**SEE NEXT PAGE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT.**

This Platinum Card Agreement ("Agreement") covers your Private Banking Platinum Card account ("Credit Card account") you have with us. By requesting or accepting a Credit Card account, you agree to be bound by all the terms of this Agreement. In this Agreement, the words "you" or "your" mean everyone who has requested or accepted a Credit Card account with us. The words "we," "us," "our," or "Bank" mean First Hawaiian Bank.

**1. Use.** Your Platinum Mastercard® (individually or collectively called "Card") may be used as a credit card for purchases of goods or services from participating merchants ("Purchases") or to get Cash Advances from us or any other financial institution displaying the "Mastercard" logo, or to purchase certain items such as traveler's cheques, foreign currency, money orders, wire transfers, lottery tickets, or (except as noted below) funds to be used for wagers or gambling (all of which are collectively referred to as "Cash Advances") up to your Credit Limit.

You can also obtain a Cash Advance by writing a special check ("Convenience Check"), which accesses the available Cash Advance limit on your Credit Card account. Convenience Checks are available from us upon request, or we may periodically provide Convenience Checks as a special promotion. If you use a Convenience Check available upon request, all of the terms of this Agreement applicable to Cash Advances will apply to the Convenience Check. If we offer a special promotion, we will explain to you any special terms of the use of the Convenience Checks. The Cash Advance from a Convenience Check will be posted to your Credit Card account when the Convenience Check reaches us. The Convenience Check fee described on page 1 of this Agreement will be imposed on each Convenience Check you write. If you stop payment on a Convenience Check, your Credit Card account will be charged the fee shown in the paragraph of this Agreement called "Other Fees."

From time to time we may offer a special balance transfer promotion, which is an opportunity to make a Cash Advance to pay the balance on another loan you have, by transferring the other loan balance to your Credit Card account. If we offer a balance transfer promotion, at that time we will explain to you the terms of the promotion. Unless we tell you otherwise, all the references in this Agreement to balance transfers will apply to any special balance transfer promotion offered.

Your Card may also be used in certain automated terminals to gain access to your checking, savings, and Credit Card accounts.

Your Card and Credit Card account may be used only for valid and lawful purposes. You may not use your Card (i) to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transactions. Transactions for online or internet gambling will not be approved. If you use your Card for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate your Card if we notice excessive use of your Card or other suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal or prohibited transactions.

We have no responsibility for the failure of any machine, merchant, financial institution, or any other party to honor your Card. If you use, or allow someone else to use the Card or Credit Card account for any other purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

**2. Credit Limit.** We will notify you of your Credit Limit for each Credit Card account you have with us, which is the total amount of credit we agree to extend to you at any one time. Your Credit Limit will also include a separate limit for Cash Advances. Your Credit Limit and Cash Advance limit are listed on your monthly periodic statement. Your available Credit Limit is the amount of your total Credit Limit minus the sum of your New Balance, any authorized Purchases, Cash Advances and Balance Transfers that have not posted to your Account, and any payments that have not cleared. You may apply to increase your Credit Limit, and we reserve the right to lower it without prior notice to you.

You agree that you will not let your total charges, including Purchases, Cash Advances, FINANCE CHARGES (including but not limited to interest, Foreign Transaction Fees, Cash Advance, Balance Transfer and Convenience Check Transaction Fees), late charges, membership fees, and other fees that may be due, exceed your Credit Limit. If you exceed your Credit Limit, you will be considered to have exceeded your Credit Limit for all purposes of the Agreement, and we may reduce the available Credit Limit on any other Credit Card account you have with us until such time as the excess amount is paid.

You are responsible for keeping track of your New Balance and your available Credit Limit. We may but are not required to approve transactions above your Credit Limit up to a certain percentage of your Credit Limit which we establish from time to time for you based on our established evaluation criteria. If we do approve those transactions, those transactions will not increase your Credit Limit. You are responsible for repaying all over-limit amounts and FINANCE CHARGES will be assessed on those amounts.

For security reasons, we may limit the number or amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Credit Card account. We may also limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify collection of Payments received on your Credit Card account.

**3. Temporary Reduction of Credit Limit.** Merchants, such as car rental companies and hotels, may request prior credit approval from us for an estimated amount of your Purchases, even if you ultimately do not pay by credit. If our approval is granted, your available Credit Limit will temporarily be reduced by the amount authorized by us. If you do not ultimately use your Credit Card account to pay for your Purchases or if the actual amount of Purchases posted to your Credit Card account varies from the estimated amount approved by us, it is the responsibility of the merchant, not us, to cancel the prior credit approval based on the

estimated amount. The failure of the merchant to cancel a prior credit approval may result in a temporary reduction of your available Credit Limit, but will not increase the amount you owe us under this Agreement.

**4. Agreement to Pay.** When you use your Card or Credit Card account, or when you permit anyone to use it, you agree to pay the amount of any and all Purchases or Cash Advances (including Purchases and/or Cash Advances which may have been made in violation of this Agreement), FINANCE CHARGES (including but not limited to interest, Foreign Transaction Fees, Cash Advance, Balance Transfer and Convenience Check Transaction Fees), late charges, membership fees, over-limit fees, and other fees that may become due as shown on the periodic statement. If we accept a payment from you in excess of your outstanding balance, your available Credit Limit will not be increased by the amount of the overpayment nor will we be required to authorize transactions for an amount in excess of your Credit Limit.

**5. Periodic Statement.** Each month we will send you a periodic statement for each Credit Card account you have with us covering the previous billing period. We may not send you a statement if your balance is zero and there were no transactions during the billing period. The statement will have a "Statement Closing Date" and a "Payment Due Date," and will show, among other things, your "Previous Balance," your "New Balance," and your minimum monthly payment, which will be shown as the "Minimum Payment Due." The periodic statement is part of this Agreement. If you choose to receive periodic statements electronically, the statements will be deemed to have been sent to you when they are first made available for you to view online.

**6. Payment.** You must make a payment by the "Payment Due Date." You have two choices: You may pay the entire "New Balance" or you may pay in installments by paying at least the "Minimum Payment Due." All payments must be made in the lawful money of the United States of America. When your payment is properly received, we will apply your Minimum Payment as permitted by law. If you make a payment in excess of the Minimum Payment, the excess amount will be applied first to your balance with the highest ANNUAL PERCENTAGE RATE. Any remaining amount of your excess payment will be applied to the balance with the next highest ANNUAL PERCENTAGE RATE, and so on. Upon confirmation of collection, we will add any Cash Advances or Purchases repaid to your available Credit Limit; however, in the event of payment by personal or business check, we may delay replenishing your available Credit Limit until your check clears. This means that you may not have access to all or part of the Credit Limit until we have collected the funds by which you have made payment on the account. If payments are made by certified or cashier's check, electronic funds transfer, automated clearing house, or other means that provide immediate collected funds, we may waive the right to delay restoration of the Credit Limit.

Payments must be mailed to the BankCard Center address specified in your statement. Payments must reach our BankCard Center by 5:00 p.m. HST during our regular business days in order to be credited on that date. Payments received after the cutoff time of 5:00 p.m. HST will be credited as of the following business day. If you make a payment in person at our branches with the assistance of a branch employee prior to regular closing time for the branch, the payment will be credited as of the date received. If you make a payment by any means other than by mail to our BankCard Center (including payments made by using FHB Online), crediting of your payment may be delayed.

From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain FINANCE CHARGES on all or a portion of your Credit Card account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and all the terms of the Agreement will resume.

**7. Minimum Payment-Late Charge.** At least the amount of the "Minimum Payment Due" must be received by us by the "Payment Due Date." If it is not, we may apply the late charge shown on page 1 (if permitted by law), unless such charge would result in an interest charge greater than the maximum allowable by law, in which case we will only charge the maximum allowable rate. The "Minimum Payment Due" will include the amount calculated by using the table shown below, and will also include any amount past due on your account. Your statement will include the past due amounts as part of the "Minimum Payment Due."

"New Balance"	"Minimum Payment Due"
\$ 0.01 – \$24.99	Entire "New Balance"
\$25.00 or more	\$25 or 3% of "New Balance", whichever is greater

**8. When You Must Pay to Avoid Interest Charges.** There may be different treatments of interest charges for Purchases and Cash Advances, even though they are computed the same way. You may avoid paying an interest charge on Purchases if you pay the entire New Balance early enough to reach us by the Payment Due Date. If we do not receive the entire New Balance by the Payment Due Date, the interest charge will be charged on Purchases from the date of the transaction. Interest charges on Cash Advances begin on the transaction date of each Cash Advance and will be assessed even if your entire New Balance is paid by the Payment Due Date.

**9. Computing Your Interest Charge.** We figure the interest charge on your account by applying the periodic rate to the "Average Daily Balance" of Purchases and "Average Daily Balance" of Cash Advances, including current transactions.

**a. Average Daily Balance.** To get the "Average Daily Balance of Purchases" we take the beginning balance of your Credit Card account each day, add any new Purchases, and subtract any unpaid interest or other finance charges, Cash Advances, payments, other credits that were applied to Purchases, late charges, membership fees, over-limit fees, and other fees. If you paid the Purchases balance in full by the Payment Due Date in the previous billing cycle, in the current billing cycle we will credit payments otherwise applicable to Purchases based on our allocation method as of the first day of the current billing cycle. These computations give us the Purchases daily balance. To get the "Average Daily Balance of Cash Advances" we take the beginning balance each day, add any new Cash Advances, and subtract any unpaid interest or other finance charges,

Purchases, payments, other credits that were applied to Cash Advances, late charges, membership fees, over-limit fees, and other fees. This gives us the Cash Advances daily balance. Then we add up all of the Purchases and Cash Advance daily balances for the billing period and divide each total by the number of days in the billing period. This gives us the "Average Daily Balances."

**b. Figuring the Interest Charge.** We compute the interest charge by multiplying these Average Daily Balances by the applicable Daily Periodic Rate, and then we multiply the result by the number of days in the billing period. To determine the Daily Periodic Rate, we divide the ANNUAL PERCENTAGE RATE in effect for the billing period by 365. Your Credit Card account is made on a Variable Rate basis for Purchases, and the ANNUAL PERCENTAGE RATE and Daily Periodic Rate for Purchases are described in the paragraph of this Agreement below called "Variable Rate." The Daily Periodic Rate for Cash Advances is a Fixed Rate of .0493%, which is equivalent to an ANNUAL PERCENTAGE RATE of 18.00%.

**c. Variable Rate.** The initial ANNUAL PERCENTAGE RATE for Purchases and transfers of account balances you have with another creditor ("Balance Transfers") is a fixed promotional rate as shown on page 1 of this Agreement and will remain in effect for your first eight billing cycles following the opening of your account ("Initial Rate Period"). The Daily Periodic Rate during the Initial Rate Period for Purchases and Balance Transfers is .0082%. After the Initial Rate Period, the Daily Periodic Rate for Purchases and Balance Transfers based on the Current Index and Rate Spread described below will be .0431% and the corresponding ANNUAL PERCENTAGE RATE will be 15.74%. After the Initial Rate Period, the ANNUAL PERCENTAGE RATE for Purchases and Balance Transfers will change to the current rate shown on page 1 of this Agreement. The current Daily Periodic Rate for Purchases and Balance Transfers is .0431% The Daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE may change (by increasing or decreasing) on the first day of each of your billing cycles that begin in March, June, September, and December. Each date on which the rate of interest could change is called a "Change Date." Changes will be based on changes in the "Index." The Index is the highest U.S. Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the calendar month prior to the month in which the Change Date occurs. The most recent Index is called the "Current Index." If the Index is no longer available, we will choose a new Index based upon comparable information and will give you notice of our choice. Your interest rate for Purchases is based on a variable rate equal to the sum of the Current Index plus a "Rate Spread" of 7.99 percentage points. (The Rate Spread is also called the Margin.) Immediately before each Change Date we will determine the new interest rate for Purchases by adding the Rate Spread to the Current Index. For example, if the Current Index was 7.75% and the Rate Spread 7.99 percentage points, the ANNUAL PERCENTAGE RATE would be 15.74% and by dividing this percentage figure by 365, we would compute a Daily Periodic Rate of .0431%. The new interest rate for Purchases will become effective at the start of your first billing cycle after the Change Date. The ANNUAL PERCENTAGE RATE will not exceed the maximum rate permitted by law. The effect of any increase in the ANNUAL PERCENTAGE RATE and the Daily Periodic Rate for Purchases would be to increase the amount of interest you must pay and thus increase your monthly payments.

**d. Introductory and Promotional Rates.** At our discretion, we may offer you an introductory or promotional ANNUAL PERCENTAGE RATE for your Credit Card account. For example, we may offer you an introductory ANNUAL PERCENTAGE RATE for Purchases when you open your Credit Card account, or a promotional ANNUAL PERCENTAGE RATE for Balance Transfers. The time period for which the introductory or promotional ANNUAL PERCENTAGE RATE applies may be limited. Any introductory or promotional ANNUAL PERCENTAGE RATE offer will be subject to the terms of the offer and this Agreement, including but not limited to the Penalty APR described in the paragraph of this Agreement called "Default". We will provide you with information on the offer, including the time period the introductory or promotional ANNUAL PERCENTAGE RATE is in effect in the documents that accompany your Credit Card or in the materials we send you about the offer after you receive your Credit Card.

**e. Military Lending Act Disclosures.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account; the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Additional oral disclosures are available at 1-877-640-2337.

**10. Minimum Interest Charge.** If the interest charge for all balances on your Credit Card account is less than \$1.00, we will charge you the Minimum Interest Charge shown on page 1. This charge is in lieu of any interest charge.

**11. Foreign Transaction Fee.** If you make a Purchase or Cash Advance in a foreign currency, it will be billed to you in U.S. dollars. You will be billed the foreign transaction fee for these Purchases and Cash Advances made in foreign currency in the amount shown on page 1. This fee, which is a FINANCE CHARGE, is not a foreign currency conversion charge and is not based on our exchange cost.

**12. Other Transaction Fees.** We will charge your Credit Card account when appropriate the transaction fees shown on page 1, each of which are FINANCE CHARGES. Each of these fees will be added to your Credit Card balance when charged.

**13. Other Fees.** You also agree to pay us the appropriate fees listed below and shown on page 1, which may be amended from time to time by us. You authorize us to charge your Credit Card account (or the account from which you obtained money or information in the case of an automated terminal transaction) for fees due to us. We reserve the right to waive these fees from time to time. If we incur special expenses on your Credit Card account due to a request made by you, we may also charge you for these expenses.

Automated Teller Machine (ATM) Transaction Fees (For cards with ATM deposit account access)		
	At a First Hawaiian ATM	At a Network ATM
• Deposit Account Withdrawal		
♦ Domestic	N/C	\$3.00
♦ International	N/A	\$5.00
• Balance Inquiry	N/C	\$1.00

**Note:** N/C = No Charge; N/A = Not Applicable; Domestic = at an ATM in Canada, U.S. and its protectorates and territories, including Guam and the Commonwealth of the Northern Mariana Islands (CNMI).

Payable at Time of Request	
• Copy of Sales Draft	\$ 5.00
• Research Fee	\$ 17.50/half-hour
• Statement Copy Fee	\$ 5.00
• Convenience Check Stop Payment Order/Return Convenience Check Fee	\$ 16.00

Payable at Time of Delivery	
• Replacement Card issued by First Hawaiian Bank	\$ 20.00
• Rush Card Delivery Fee	\$ 35.00

**14. Authorizing Transactions.** We reserve the right to decline a transaction on your account for any reason, including but not limited to operational considerations, your account being in default, or we suspect fraudulent or unlawful activity. We are not responsible for any losses incurred if a transaction on your account is declined for any reason, either by us or a third party, even if you have sufficient credit available.

**15. Credit Insurance is Optional.** If you choose to purchase credit insurance, the premiums will be computed on the Average Daily Balance of Purchases and Cash Advance, including finance and other charges, up to \$5,000. The cost for credit insurance is 65¢ per \$100 of your average daily balance of Purchases and Cash Advances. During months when you have no balances, there is no charge. Credit insurance premiums will be added to your Credit Card account as Purchases.

**16. Annual Membership Fees.** The annual membership fee for a Private Banking Platinum Card account is shown on page 1. The fee will be charged on a periodic statement shortly after you open your Credit Card account and after that in the same month every year. We reserve the right to waive the fee.

**17. Default.** We may declare the entire balance for all Credit Card accounts due and payable at once with or without notice or demand if any of these events ("Default") happens:

- If you miss a payment under this Agreement or any other obligation you owe us; or
- If you violate any terms of this Agreement.

If you are in Default, we may terminate your Credit Card account, make no more additional loans or advances, and require you to immediately repay the entire unpaid balance of all amounts due on your Credit Card account, including but not limited to all loan amounts, late charges and other charges assessed but not paid, and all of the FINANCE CHARGES accrued but not paid. If we terminate your Credit Card account, your obligation to repay the amounts you already owe us would continue.

At our option, we may also take action short of terminating your Credit Card account. If your required Minimum Payment (shown on your periodic statement as "Minimum Payment Due") is not received within 60 days of the payment due date, we may increase your ANNUAL PERCENTAGE RATE for Purchases and Cash Advances and any applicable promotional rates to a .0493% Daily Periodic Rate and an ANNUAL PERCENTAGE RATE ("Penalty APR") of 18.00% fixed for the entire outstanding balance. We will send you advance written notice that your ANNUAL PERCENTAGE RATE will be increasing. Your payments under this Agreement, including the amount of the FINANCE CHARGE, will increase as a result of the increase in your Daily Periodic Rate and ANNUAL PERCENTAGE RATE, and any such increase in your Daily Periodic Rate and ANNUAL PERCENTAGE RATE will be shown on your periodic statement. We will reinstate your Daily Periodic Rate and ANNUAL PERCENTAGE RATE to the rate set forth in this Agreement once you have made six consecutive Minimum Payments on or before the due date, starting with the first billing cycle after the Penalty APR is imposed. If we take such lesser action initially, we reserve the right to terminate your Credit Card account and accelerate all amounts due under this Agreement regardless of whether any additional events have occurred that would permit termination and acceleration.

**18. Automated Terminal Services Involving Your Checking or Savings Account.** (Some of these services are only available if your Credit Card account is linked to your checking or savings account with us.)

- Automated Terminals.** You may use your Card in the following automated terminals:
  - Our First Hawaiian automated teller machines ("First Hawaiian ATM").
  - Any other automated teller machine (including any ATM we may own besides First Hawaiian ATM) that is participating in a network and accepts our Card ("Network ATM") and
  - Any point-of-sale terminal that accepts our Card ("POS terminal").
- Services Available at an Automated Terminal.**

- i. You may use your Card at a First Hawaiian ATM to:
  - Withdraw cash from your checking or savings account (service available upon request).
  - Make deposits to your checking or savings account.
  - Move funds between your checking and savings accounts.
  - Get your checking, savings, or Credit Card account balances. These balances may not include some transactions recently made in your account.
  - Move funds from your Credit Card account to your checking account.
  - Get a Cash Advance from your Credit Card account.
- ii. You may use your Card at any Network ATM to (some of these services may not be available at all Network ATMs):
  - Withdraw cash from your checking or savings account.
  - Get a Cash Advance from your Credit Card account.
  - Get your checking, savings, or Credit Card account balances. These balances may not include some transactions recently made in your account.
- iii. You may use your Card at a POS terminal to purchase certain merchandise. The amount of your purchase will automatically be charged to your Credit Card account as a Purchase.

**c. Limits of Automated Terminal Services.**

- i. **Withdrawals and Cash Advances.** You may withdraw cash from a First Hawaiian ATM up to an aggregate amount of \$5,000 each calendar day, and/or get a Cash Advance from a First Hawaiian ATM up to an aggregate amount of \$1,000 each calendar day, provided that this amount does not exceed your available account balance or Credit Limit/Revolve Line. This amount may be less for cash withdrawals and Cash Advances from Network ATMs.

You authorize us to charge any withdrawal by use of your Card to your checking account or savings account as though you had specifically signed a withdrawal authorization. If there are insufficient funds in an account to cover such a withdrawal, you agree that we may treat the amount of such withdrawal either as a Cash Advance or as an overdraft that you will be obligated to pay us on demand.

- ii. **Deposits.** You may deposit up to \$50,000 per transaction using a First Hawaiian ATM. All deposits made with your Card and placed in a First Hawaiian ATM are subject to receipt by us on opening the First Hawaiian ATM and verification of the items and the amounts.
- iii. **Moving Funds.** You may move up to \$50,000 per transaction between your checking account and savings account or from your Credit Card account to your checking account using a First Hawaiian ATM.

**d. Fees for Using Automated Terminal Services.** The fees for using certain automated terminal services are disclosed in the paragraph of this Agreement called "Other Fees."

**e. Card and Secret Code Use.** You are responsible for all transactions in which you use your Card in an automated terminal, or the use of the Card by anyone else who uses it with your permission. Security in use of the Card is provided by the secret code, which we will provide you, and the magnetically encoded stripe on the Card. Please keep the Card safe and also protect the secret code. Use the Card and the secret code as instructed at all times. Please notify us of any mechanical or operating failure in connection with the use of your Card. Do not permit anyone else to use your Card and do not disclose your secret code or record it on the Card. The Card remains the property of the Bank and can be revoked and repossessed at any time. You must return it to us when asked.

**f. Time of Transaction.** All transactions are subject to the time necessary for us to process them. Any transaction made on a holiday or after regular banking hours may be held by us until the next business day. Any transaction involving an account or matter located at any other office of the Bank is subject to receipt at the other office and the time necessary to process it.

**g. Documentation of Transfers.**

- i. **Terminal Transfers.** You can get a receipt at the time you make any transfer at a First Hawaiian ATM, Network ATM, or POS terminal.
- ii. **Periodic Statements.** If you have a checking account, you will get a monthly checking account statement. If you have arranged for electronic access to your savings account, you will get a quarterly savings account statement. However, if there are any transfers in a particular month, you will get a savings statement that month, as well.

**h. In Case of Errors or Questions About Your Electronic Transfers Involving Your Checking or Savings Account.** Call or write to us at the telephone number and address stated in the paragraph of this Agreement called "Where to Call or Write" as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the **first** statement on which the problem or error appeared. When reporting an error or requesting more information:

- i. Tell us your name and account number.
- ii. 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.
- iii. 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.

We will tell you the results of our investigation 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 re-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 re-credit your account.

We will tell you the results within three business days after completing our investigation. If we determine 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.

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

- i. If, through no fault of ours, you do not have enough money in your account to make the transfer;
- ii. If the transfer would go over the credit limit on your overdraft line;
- iii. If the automated terminal where you are making the transfer does not have enough cash;
- iv. If the automated terminal was not working properly and you knew about the breakdown when you started the transfer;
- v. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; or
- vi. If your account does not contain enough money because we have placed a hold on some items or the account is subject to legal process.
- vii. There may be other exceptions.

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

- i. Where it is necessary for completing transfers;
- ii. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- iii. In order to comply with government agency or court orders; or
- iv. If you give us your written permission.

**19. ATM Safety.** It is important to be aware of your surroundings when using an ATM, especially at night. When you are using an ATM, you should secure any cash you withdraw before leaving the ATM. If you need to use an ATM at night, consider taking someone you know with you, and only use an ATM that is well-lit and unobstructed from view. If anything appears to be suspicious, do not use the ATM. Always call 911 in the event of an emergency or to report any suspicious activity. If you have any questions or comments about the safety of any of our ATMs, please call us on Oahu at (808) 844-4444 or 1-888-844-4444 from the neighbor islands, Guam, the CNMI or Continental U.S.

**20. Lost or Stolen Card; Your Liability for Unauthorized Use.** Tell us *at once* if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

**a. Unauthorized Use as Credit Card.** You may be liable for the unauthorized use of your Card as a credit card. You will not be liable for unauthorized use of your Card as a credit card that occurs after you notify us at the telephone number or address stated in the paragraph of this Agreement called "Where to Call or Write," orally or in writing, of loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use of your Card as a credit card will not exceed \$50.

**b. Unauthorized Use in Automated Terminals.**

- i. If you tell us within two business days, you can lose no more than \$50 if someone used your Card at an automated terminal without your permission.
- ii. If you do not tell us within two business days after you learn of the loss or theft of your Card and we can prove that if you had told us, we could have stopped someone from using your Card at an automated terminal without your permission, you could lose as much as \$500.
- iii. If you do not notify us at all, you could lose all the money in your checking and savings accounts plus your maximum overdraft line of credit.
- iv. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- v. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**21. Where to Call or Write.** If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account or otherwise use your Card or Credit Card account without your permission, call: (808) 847-4444 on Oahu; neighbor islands, Guam, Commonwealth of the Northern Mariana Islands (CNMI), or Continental U.S call 1-800-342-2778 or write to: First Hawaiian Bank, BankCard Security Department, P.O. Box 1959, Honolulu, Hawaii 96805.

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

**23. Credit Investigation and Disclosure.** You authorize us, both now and in the future, to check your credit and employment history and to release information about our credit experience with you in response to legitimate credit inquiries. If you believe that we have incorrect information or have reported inaccurate information about you to a credit bureau, please call us at (808) 847-4444 (Oahu) or call toll-free at 1-800-342-2778.

**24. Security Interest.** We have no security for any amounts which become due under this Agreement unless you have given us a specific security interest in connection with the Agreement, which is described on the Security Agreement Supplement to this Agreement.

**25. Collection.** You promise to pay all collection costs, including, without limitation, mailing and delivery charges, reasonable lawyers' fees and court costs at trial and on appeal, all as permitted by law.

**26. If There are More Than One of You.** Each of you individually, or all of you together will be liable under this Agreement. We may collect from or sue any one of you, or make any settlements or extensions with any one of you, without giving up our rights against the other(s). You understand that any one of you can make Purchases or get Cash Advances under this Agreement which will be binding upon all of you.

**27. No Waiver of Rights.** If we choose to waive any of the terms or conditions of this Agreement on a case-by-case basis, such as by not declaring the entire balance due when the minimum monthly payment has not been made on time, it does not mean that we have waived, or given up, our right to exercise any of our rights or remedies under this Agreement in the future. We are not required to use any particular kind of demand or notice in order to collect amounts due to us under this Agreement. No indulgence or acceptance by us of delinquent or partial payments constitutes a waiver of our rights or of any provision of this Agreement. No waiver of any existing default shall be deemed to waive any subsequent default.

**28. Change in Terms and Relationship.** We can change, add to, delete or otherwise modify the terms of this Agreement at any time in any way permitted by law. We will send you advance notice of any change to this Agreement. If the change affects use of your Card in an automated terminal, we will give you advance notice of the change unless the change has to be made immediately for security reasons. A notice of change we send you will describe any right you have to opt out of a particular change, if any, and will describe whether a particular change affects your outstanding balance. We do not have to send a notice of the change if it favors you, such as by reducing rates, increasing the maximum Credit Limit, etc.

You are provided special terms that are offered to you conditional upon maintaining your Private Banking relationship. If you cease to be a Private Banking customer, we may, in our sole discretion, convert your account to any other type of non-Private Banking account that we may offer. Any such conversion may cause the elimination of certain features and benefits. We will provide you with notice of this change.

**29. Canceling this Agreement.** We have the right to cancel this Agreement at any time by sending a notice to any one of you in writing. You also have the same right to cancel this Agreement at any time by sending us a notice in writing. If this Agreement is canceled by you or us, your obligation to repay amounts you already owe under this Agreement would continue, and you must return your Card to us.

**30. Other Agreements.** Use of your Card is subject to the terms of existing regulations governing deposit accounts and other agreements and disclosures for your checking, savings, and Credit Card accounts, and any future changes.

**31. Governing Law.** This Agreement will be governed by the laws of the State of Hawaii, and, as applicable, federal law, regardless of where the Purchases or Cash Advances are made, and you agree that any legal action that may be filed by you elsewhere will be transferred to an appropriate court in Hawaii if we decide that we want it to be transferred.

**32. 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.

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

### **YOUR BILLING RIGHTS: Keep this Document for Future Use**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

#### **What To Do If You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

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

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.

- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

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

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.