

**BANK OF HAWAII**  
**CONSUMER ELECTRONIC BANKING SERVICES AGREEMENT**



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## A. EXPLANATION OF SOME COMMONLY USED TERMS

### These are the meanings of some of the commonly used capitalized terms we use in this agreement:

**“Account”** means any personal Bank of Hawaii Deposit or Credit Account, as defined within this agreement, approved by us for use with the Cards and/or the Services, and that is held or maintained primarily for personal, family, or household purposes.

**“ACH Transaction”** is an electronic deposit to, or withdrawal from, your Account that we receive or send through the Automated Clearing House (“ACH”) network. Common examples include a direct deposit of payroll or an electronic bill payment.

**“Application”** means any oral, written or electronic request for Services and/or Cards (including replacement Cards) and PIN in order to perform Electronic Fund Transfers to or from your Designated Accounts.

**“ATM” (Automated Teller Machine)** is an electronic device that provides many of the same services as a teller; depending on the type of ATM. This can include dispensing cash, accepting deposits, making funds transfers, and providing balance inquiries. When we use the term “ATM”, it means both Bank of Hawaii ATMs and Qualified ATMs, unless otherwise specified.

**“Available Balance”** is your Account’s balance at the start of each Business Day plus the full amount of all credits, less that day’s transactions, less all Holds. **Please note:** Your Available Balance is used to determine when your Account is overdrawn. Your Available Balance will typically be lower than Current Balance, so please pay attention to the description of Holds in this agreement, which will reduce your Available Balance compared to the Current Balance.

See the subsection **“Types of Account Balances”** in the section titled **“Checking and Savings Accounts”** in the agreement titled **“Bank of Hawaii Consumer Deposit Account Agreement”** for definitions and specific explanations of various references to balances.

**“Cards”** are the Bankoh BankCard, Bank of Hawaii Visa® Debit Card, Bankoh Hawaiian Airlines® Visa® Debit Card and Bank of Hawaii Black Visa® Debit Card, and EASE by Bank of Hawaii Visa® Debit Card.

**“Bankoh BankCard”** is a card offered to checking and savings account owners that allows Account access at Bank of Hawaii ATMs to make withdrawals, deposits, transfers and obtain Account information. The card can also be used to withdraw cash and obtain Account information at Qualified ATMs. Bankoh BankCards linked to a checking Account may also be used to make PIN purchases at merchant locations with Bank of Hawaii network relationships.

**“Business Day”** is every day except Saturdays, Sundays and U.S. Federal holidays. Infrequently, some branches may not be open or may close early on a Business Day due to an emergency or unforeseen circumstances. Although some BOH branches may be regularly open to the public on Saturdays or Sundays, these days are not considered “Business Days” for the purposes of this agreement.

Some products and/or services have cutoff times defined in order for that transaction to be Posted on that Business Day. Transactions conducted after the established cutoff time will be Posted the next Business Day.

**“Credit Accounts”** are your installment loan, residential mortgage loan, home equity loan, home equity line, Personal FlexLine, Private BankLine and Portfolio Advantage Line Accounts. Your home equity line and Personal FlexLine Accounts are collectively referred to in this agreement as your “Line of Credit Accounts.”

**“Current Balance”** is your Account’s balance at the start of each Business Day plus the full amount of all credits, less that day’s transactions (excluding transactions that result in Debit Card Transaction Authorization Holds).

See the subsection titled **“Types of Account Balances”** in the section titled **“Checking and Savings Accounts”** in the agreement titled **“Bank of Hawaii Consumer Deposit Account Agreement”** for definitions and specific explanations of various references to balances.

**“Debit Card”** is a card that is used to debit a checking, savings, or EASE by Bank of Hawaii Account, and that allows the holder to use it at merchants and locations participating in an electronic payment network. Debit Cards are also used to access an ATM in order to make a deposit, transfer funds, withdraw cash and obtain Account information, where available.

**“Debit Card Transaction Authorization Hold”** is a reduction in the Available Balance in your Account when a merchant seeks and we provide authorization for a Debit Card payment transaction. **Please note:** the amount of a Debit Card Transaction Authorization Hold may be higher or lower than the actual amount paid from your Account because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your Card at a restaurant, a Debit Card Transaction Authorization Hold may be placed in the amount of the bill presented to you, but when the transaction Posts, it may be higher to include any tip that you added to the bill.

See the subsection titled **“Debit Card Transaction Authorization Holds”** in the section titled **“Debit Cards, BankCards”** in this agreement.

**“Deposit Accounts”** are your checking, savings or EASE by Bank of Hawaii Accounts.

**“Designated Accounts”** are created when you designate one or more of your Deposit Accounts and/or Credit Accounts for use with the Cards and/or the Services on an Application.

**“Electronic Check Conversion”** occurs when you authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or to pay bills via ACH or other electronic means.

**“Electronic Fund Transfer or EFT”** is any transfer of funds initiated through an Electronic Terminal, telephone, computer (including online banking), mobile banking or magnetic tape for the purpose of ordering, instructing, or authorizing us to debit or credit your Account. EFTs include, but are not limited to, Debit Card Transactions; ATM transactions; direct deposits or withdrawals of funds; transfers initiated by telephone; and transfers resulting from Debit Card Transactions, whether or not initiated through an Electronic Terminal and which are not governed by a separate agreement with us.

**“Hold”** refers to a reduction in your Available Balance because of delayed availability for deposited funds, Debit Card Transaction Authorization Hold, a court order or other reasons.

See the subsection titled **“Debit Card Transaction Authorization Holds”** in the section titled **“Debit Cards, BankCards”** in this agreement.

**“Item” or “Items”** refers to any deposit, check, ACH, EFT, teller cash withdrawal, ATM withdrawal, Debit Card purchase, fee, charge or other amount that is added to or subtracted from your Account Balance.

**“Ledger Balance”** is your Account’s balance at the start of each Business Day.

**“PIN”** is the personal identification number, and any other secret code issued by us or selected by you, for use with the Cards and the Services to access your Designated Account and initiate Electronic Fund Transfers.

**“Post (-s, -ing, -ed)”** occurs when a debit or a credit is applied to your Ledger Balance and the transaction is completed. When a check or other debit such as a Debit Card Transaction and ATM withdrawal is presented for payment against your Account, it Posts during overnight processing along with credits, such as deposits and any other transactions that occurred since the last Posting. Posting occurs on all Business Days.

**“Qualified ATMs”** are ATMs that are not Bank of Hawaii-branded or operated by Bank of Hawaii. These ATMs are connected to a network in which Bank of Hawaii participates for use with a Bank of Hawaii Debit Card or BankCard.

**“Services”** are any Services we offer to initiate Electronic Fund Transfers that are not covered by another agreement you have with

us, including any electronic banking Services which we offer in the future.

“Terminal” or “Electronic Terminal” is an electronic device, other than a telephone call by a consumer, through which a consumer may initiate an EFT. The term includes, but is not limited to, point of sale Terminals, automated teller machines, and cash dispensing machines.

## B. GENERAL ELECTRONIC BANKING SERVICES INFORMATION

### 1. The Agreement for Your Consumer Banking Services

This document is the basic agreement between you and us (Bank of Hawaii) regarding your electronic banking Services. It contains important information and disclosures required by applicable federal law about consumer electronic banking Services you now have or may receive in the future. Any conflicting terms in a more specific agreement or addendum for any of our products or services take precedence over this one.

We offer a variety of electronic banking Services for use with your Deposit Accounts. We describe some in this section and also provide certain disclosures that apply to use of an electronic banking Service with personal Deposit Accounts. We provide separate agreements that govern the terms of some Services, including separate agreements for Online Banking and Mobile Banking Services. Please review the following provisions and the separate agreement for the service.

This agreement covers Electronic Fund Transfers that you make, or authorize a third party to make, now or in the future, which are not covered solely by a separate agreement you have with us. These transfers are governed by Regulation E, which implements the federal Electronic Fund Transfer Act. Electronic Fund Transfers that you authorize us to make are also covered, except for automatic transfers between your Deposit Accounts, between Accounts owned by you and members of your family or between your savings or checking Account and one of our Accounts. This agreement also governs electronic banking Services which we may make available to you in the future.

From time to time, we may add or delete Deposit Accounts and Credit Accounts that are eligible for use with the Cards and/or the Services.

By requesting any of our Deposit Account Services, you and anyone else identified as an Account owner agree to the terms of this agreement.

In this agreement, the terms “we,” “us,” “our,” and “BOH” refer to Bank of Hawaii and the terms “you,” and “your” refer to each person who owns or is authorized on a Designated Account. “You” and “Your” also mean anyone who has received or uses Cards and/or PINs to make Electronic Fund Transfers.

**Please review this agreement thoroughly and keep it for future reference.**

**WE DRAW YOUR ATTENTION TO THE SUBSECTION TITLED “MULTIPLE-SIGNATURE LIMITATION” IN THE SECTION TITLED, “ELECTRONIC BANKING DISCLOSURES,” THE JURY TRIAL WAIVER PROVISION BELOW, AND THE SUBSECTIONS TITLED “ARBITRATION AGREEMENT” AND “JURY TRIAL WAIVER” BOTH OF WHICH ARE IN THE SECTION TITLED “OTHER LEGAL PROVISIONS.”**

**JURY TRIAL WAIVER: YOU AND WE EACH WAIVE OUR RESPECTIVE RIGHTS TO A TRIAL BEFORE A JURY IN CONNECTION WITH ANY DISPUTES RELATED TO YOUR ACCOUNT OR ACCOUNT SERVICES. THIS INCLUDES ANY CLAIM BY US OR BY YOU, CLAIMS BROUGHT BY YOU AS A CLASS REPRESENTATIVE ON BEHALF OF OTHERS, AND CLAIMS BY A CLASS REPRESENTATIVE ON YOUR BEHALF AS A CLASS MEMBER (SO-CALLED “CLASS ACTION” SUITS).**

### 2. What is Covered

This agreement covers all Electronic Fund Transfers that you make, or authorize a third party to make, now or in the future, which are not covered solely by a separate agreement you have with us. Electronic Fund Transfers that you authorize us to make are also covered, except for automatic transfers between your Deposit Accounts, between Accounts owned by you and members of your family or between your savings or checking Account and one of our accounts. This agreement also governs electronic banking Services which we may make available to you in the future.

### 3. Availability of Products and Services

The products and Services described in this agreement may not be available to all customers, or available in all areas that Bank of Hawaii serves. Please consult with your Bank of Hawaii branch for more information.

### 4. What is Not Covered

This Agreement does not cover:

- Transfers to and from Accounts which are not primarily established for personal, family or household purposes;
- Transfers which are originated using a check, draft or other paper instrument, except transfers made through Electronic Check Conversion;
- Transfers sent through the Federal Reserve Communications System or other similar networks that are used primarily for transfers between financial institutions or between businesses (often called “wire transfers”). For details and information, please see the agreement titled “**Bank of Hawaii Wire Transfer Agreement;**”
- Transfers to purchase or sell securities or commodities;
- Transfer instructions we receive by telephone that are not part of a telephone or other electronic bill-payment or similar system; and
- Transfers using our e-Bankoh and e-Bankoh Bill Pay Services (including e-Bankoh Mobile Banking Services). For details and information, please see the agreements titled “**e-Bankoh Consumer Agreement and Disclosure Statement**” and the “**e-Bankoh Mobile Banking Services Agreement,**” which apply to these types of transfers.

### 5. Changes to This Agreement

We may change this agreement at any time. We may add, delete, or amend terms and conditions, including fees. We will mail or deliver a written notice to you at least thirty (30) calendar days before the effective date of any change in a term or condition that would result in increased fees or liability to you, fewer types of Electronic Fund Transfers or stricter limitations on the frequency or dollar amount of transfers. If you do not agree to the change or amendment, you must stop making Electronic Fund Transfers and cancel your access to the Cards and the Services. By making Electronic Fund Transfers using the Cards and the Services after the effective date of any amendment, change or addition to this agreement, the Cards or Services, you agree to that amendment, change or addition.

### 6. How to Contact Us

#### Servicing and General Questions

If you have any questions about your Cards, Services or any transactions covered by this agreement, please go to our website at [www.boh.com](http://www.boh.com), write to us at **Bank of Hawaii, P.O. Box 2900, Honolulu, HI 96846**, visit us at your local branch, or call us using a telephone number listed below.

#### Contact in the Event of Unauthorized Transfer; and Lost or Stolen Card, and PIN

If you believe your Card or your PIN has been lost or stolen, or if you believe that an Electronic Fund Transfer has been made

without your permission, please call our 24-Hour Customer Service Center at the telephone number listed below or write to us at **Bank of Hawaii, Dispute Processing Center, P.O. Box 71160, Honolulu, HI 96807-1160.**

24-Hour Customer Service Center:

- In Hawaii 643-3888
- In the U.S. Mainland and Canada 1-888-643-3888
- In Guam and Saipan 1-877-553-2424
- In American Samoa 684-633-2872
- In Palau 680-488-3338
- TTY/TDD 1-888-643-9888

## C. TERMS AND SERVICES APPLICABLE TO ALL ELECTRONIC FUND TRANSFERS

### 1. ELECTRONIC BANKING DISCLOSURES

#### a. Personal Deposit Accounts

This Electronic Banking Disclosures section explains provisions that apply to Electronic Fund Transfers to or from personal Deposit Accounts (sometimes referred to as 'consumer Deposit Accounts'). A personal Deposit Account is an Account that is owned by a natural person and that is established primarily for personal, family, or household purposes. You may only use the Cards and Services for personal, family and household purposes, and may not use the Cards and the Services for any business or commercial purpose, including but not limited to making transfers or payments on behalf of any other person or entity. You agree that you must be at least 16 years of age to qualify for the Cards.

Note: Regulation E does not apply to business deposit accounts. You agree to take full responsibility if your personal Deposit Accounts are being used for business or commercial purposes, and to reimburse us for any loss, costs or expenses we incur as a result of your use of the Cards and the Services for business or commercial purposes.

#### b. Consumer's Liability for Unauthorized Transfers

You must tell us AT ONCE if you believe your Card or your PIN has been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission. Contacting us by telephone immediately is one of the best ways of keeping your possible losses down. You could lose all the money in your Designated Account, plus the maximum amount of your Bankoh CoverCheck or overdraft protection service. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or your PIN, you can lose no more than \$50 if someone used your Card or your PIN without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card or your PIN, and we can prove we could have stopped someone from using your Card or your PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your Account statement shows Electronic Fund Transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) calendar 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 hospital stay) kept you from telling us, we will extend the time periods.

You are responsible for the confidentiality and use of your PIN and any transactions initiated with your PIN. You should not write your PIN down at all, but if you do, do not write it on your Card or any place where it may be found with your Card or used to access the Services. If you disclose your PIN to someone, you are authorizing him or her to access your Designated Account and to do anything that you could do at any time, even if you only intend to authorize him or her to perform a specific transaction.

#### c. Documentation of Transfers

*Receipts* – You can usually get a receipt at the time you make any transfer to or from your Account at an ATM or point of sale Terminal. You may not get a receipt for some small dollar point of sale transactions. Your transaction may be verified by us, though we reserve the right not to do so in every case, so the receipt is not final and our records will control if there is a conflict.

*Preauthorized Credits* – If you have arranged to have preauthorized credits (such as direct deposits) made to your Account at least once every sixty (60) calendar days from the same person or company, you can verify the deposit through online banking, mobile banking, your regular periodic statement, our Bankoh by Phone Service, or our 24-Hour Customer Service Center. By law, we are not required to provide this information if the third party making the direct deposit notifies you every time a direct deposit is made. When we receive a direct deposit to your Account, the credit is provisional pending final settlement. If the sending bank tells us that the direct deposit was a mistake or intended for another depositor, we may rely on that notice and deduct the funds from your Account. We also have the right to reverse direct deposits to your Designated Account if we do not receive final settlement of the deposit.

*Periodic Statements* – We will provide you an Account statement for each monthly cycle in which an Electronic Fund Transfer occurs on your Account. If there are no Electronic Fund Transfers on your Account, we will provide you a statement at least quarterly unless we consider your Account inactive. The periodic statement for your Account prepared by us (your "Account Statement") is the official statement for your Account. You agree to promptly check and carefully review your periodic statement and compare them with any statements obtained through the Services for your Accounts. If there are discrepancies between your deposit or credit Account statements and any statements obtained through the Services, you should contact us at the telephone number or address in the subsection titled "**How to Contact Us**" in the section titled "**General Electronic Banking Services Information**" in this agreement.

Information on all of the Card transactions and Electronic Fund Transfers made by use of the Cards and the Services during a particular month will appear on the periodic statement for the affected Accounts. If you are an e-Bankoh customer and you have elected to receive your periodic statements electronically, a notice will be sent to the email address you provided to alert you of the statement's availability and the internet web site location where the statement is available. The statement will be available for at least ninety (90) calendar days from the date the statement first becomes available or from the date of the notice alerting you of the statement, whichever comes later.

#### d. Preauthorized Payments

Please see the additional information in the subsections titled "**Stop Payments for Preauthorized Electronic Fund Transfers**" and "**Canceling All Future Periodic Payments**" in the section titled "**ACH Payments, Credits, and Transfers**" in this agreement.

**e. Fees**

You agree to pay all fees that apply to your Account as shown in the **“Bank of Hawaii Consumer Checking and Savings Account Fee Schedule”** (“Fee Schedule”). We will notify you at least thirty (30) calendar days before any increase or new fee changes are implemented. Each Account owner is jointly and severally liable for all fees that apply to the Account, regardless of whether the owner initiated or benefited from the action that incurred the fee. We may automatically subtract these fees from your Account, even if the fee makes your Account overdrawn. If we waive a fee as a courtesy to you, it does not obligate us to do so in the future.

**f. Restricting Your Account or Transactions**

We may restrict, temporarily suspend, decline or prevent any or all transactions on your Account at any time, for any reason, without notice to you. Moreover, we may refuse, freeze, reverse, block or delay any specific withdrawal, payment, or transfer of funds to or from your Account in one (1) or more of the following circumstances:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you say you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole discretion with any federal, state or local law, rule or regulation, or with our policies or procedures adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We will have no liability for any action we take or do not take under this section.

**g. Deposit Account Transfer Limitations**

(a) If the Available Balance in your Deposit Account is not sufficient to cover the amount of a transfer, we may reject the transfer without payment. Otherwise, we may, at our sole discretion, choose to pay the requested transfer and overdraw your account. If you have enrolled in one of the optional overdraft protection plans listed in the section titled **“Overdrafts and Overdraft Protection Plans”** in the agreement titled **“Bank of Hawaii Consumer Deposit Account Agreement,”** and have enough available funds in the linked account under the overdraft protection plan, we will transfer funds in accordance with the applicable plan agreement and charge any related fee as provided in the Fee Schedule.

For detailed information on Overdrafts and Overdraft Protection Plans, please refer to the agreement titled **“Bank of Hawaii Consumer Deposit Account Agreement.”**

- (b) You may not transfer funds from any of your savings Accounts which are pledged as collateral for loans you have with us or a third party.
- (c) If your Designated Account is a savings Account, withdrawals and transfers from that Account are limited per Federal Regulation. For more information, refer to the subsection titled **“Limits on Savings Account Withdrawals and Transfers”** in the section titled **“Checks, Withdrawals, Transfers or Payments out of Your Account”** in the agreement titled **“Bank of**

**Hawaii Consumer Deposit Account Agreement.”**

(d) Electronic transfers between a Deposit Account domiciled in a U.S. state or territory and a Deposit Account domiciled in Palau may not be completed. If such a transfer is initiated, we will reject the transfer without payment. You may still move funds to Palau by non-electronic methods.

**h. Joint and Individual Responsibility and Authority**

If your Account affected by an Electronic Fund Transfer is a joint Account, then each of you will be bound by this agreement and each of you will be individually and jointly responsible for paying all amounts owed under this agreement. In addition, unless prohibited or restricted by applicable law, you acknowledge and agree that each one of you is fully authorized to take any and all actions related to an Electronic Fund Transfer on behalf of all of you, including but not limited to obtaining, using and terminating Cards and PINs, and for initiating Electronic Fund Transfers to and from your Designated Account.

**i. Multiple-Signature Limitation**

We may act on the instruction of any one (1) authorized person on the Account. **We are not required to comply with any multiple-signature requirement even if you indicate on your checks or signature card or other account documents that more than one (1) signature is required. Any multiple-signature requirement is for your use only and is not binding on us.** You also agree that if you request a Card or PIN for such a Checking Account, or if you authorize an Electronic Fund Transfer affecting that Checking Account, we can rely on the authorization of one (1) authorized person, and such use constitutes the waiver of a second signature.

**j. In Case of Errors or Questions About Your Electronic Fund Transfers**

Telephone or write to us using the contact information in the subsection titled **“How to Contact Us”** in the section titled **“General Electronic Banking Services Information”** as soon as you can, if you think your statement or receipt is wrong or if you need more information about an Electronic Fund Transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and your Account number;
- (b) Describe the error or the Electronic Fund 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
- (c) Tell us the date and 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 ten (10) Business Days.

We will determine whether an error occurred within ten (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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Designated Account within ten (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 ten (10) Business Days, we may not credit your Account.

For errors involving new Accounts, point of sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. In addition, if we determine that no error or a different error occurred and we had provisionally credited your Designated Account, we will provide you notice that will include the date and the amount of the provisionally credited amount that will be debited. If applicable, we will honor Items (including any checks, drafts, or other similar instruments) and preauthorized transfers from your Designated Account up to the amount in dispute for a period of five (5) Business Days after our notice of reversal is sent to you without imposing any overdraft charges.

**k. Verification of Transactions and Right to Reverse Transactions**

We may verify and correct any transaction, including those for which a receipt was provided, though we reserve the right not to do so in every case. We may reverse or otherwise adjust any transaction to correct any errors, at any time without prior notice to you, and even if the reversal will overdraw your Account.

If we provide final credit to your Account to resolve an error and a merchant or other third party later provides a credit to address the same error, we may adjust the merchant or other third party credit to offset or account for the final credit we provided.

See the subsection titled “**Verification of Transactions and Our Right to Reverse or Adjust Transactions**” in the section titled “**Checking and Savings Accounts**” in the agreement titled “**Bank of Hawaii Consumer Deposit Account Agreement**” for additional information.

**2. OTHER LEGAL PROVISIONS**

**a. Information You Give Us**

When you open an Account with us, you give us information about yourself and confirm that it is correct. We enter that information into our records. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

When you give us your email address or mobile phone number, you allow us to contact you there about all of your Bank of Hawaii Accounts. Your consent allows us, or companies working on our behalf, to use text messaging, voice messaging, artificial or prerecorded messages, and automatic dialing technology for informational and Account servicing calls. Such messages would typically include statement availability messages, fraud alerts or other security-related concerns.

When you provide a mobile phone number to us, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile phone number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your mobile operator’s privacy policy, to allow verification of your identity and to compare information you have provided to Bank of Hawaii with your mobile operator account profile information. Bank of Hawaii will only use and store this disclosed data for fraud prevention and account servicing purposes.

**b. Bank of Hawaii’s Privacy Practices**

Our consumer privacy notice titled “**What Does Bank of Hawaii Corporation Do with Your Personal Information?**” describes how we collect, share, and protect your personal information and is provided to consumers who open a new Account with us.

We will share information about you and your Account with affiliates and third parties, unless the law or our privacy notice prohibits us from doing so.

You can obtain a copy of our consumer privacy notice anytime on our website at [www.boh.com](http://www.boh.com).

**c. Disputes and Conflicting Demands**

If there are conflicting instructions or there is any dispute regarding your Account, we may, at our sole discretion, freeze or restrict access to your Account until we obtain written instructions from all Account owners. We may also request instructions from a court, at your expense, regarding ownership or control of the Account. In no event will we be liable for any delay or refusal to follow instructions that occur as the result of a dispute or our uncertainty over the ownership or control of your Account.

**d. Waivers**

We may delay or waive the enforcement of any of our rights under this agreement without losing that right or any other right. Any delay or failure by us to exercise our rights under this agreement shall not be deemed a waiver of those rights. We may still enforce any or all of our rights in the future.

**e. Rules Governing Your Account**

Any dispute related to your Accounts or Services are governed by federal law and/or the laws of the jurisdiction where your Account is domiciled: State of Hawaii, American Samoa, Guam, Saipan or Palau. If you opened your Account by using the Internet, it is domiciled in the State of Hawaii.

Transactions in your Account are also subject to clearinghouse rules, Federal Reserve and correspondent bank rules and requirements, and other applicable rules and regulations. You agree to act in accordance with those rules and we do not need to notify you of changes in those rules, unless required by law.

We will not be liable for anything we do if we do not follow your instructions as long as we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices.

**WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, COMPLETE AN ELECTRONIC FUND TRANSFER, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

**f. Attorney Fees**

You agree to pay us back for any costs and expenses we incur, including our reasonable attorney fees, if you do not meet or comply with any term under this agreement. If we begin a lawsuit against you to collect any money owed us, or if we become involved in any legal action or proceeding started by a third party related to your Account, you agree to allow us to charge your Account for those amounts without prior notice to you. We may also collect interest at the maximum rate allowed by law.

**g. Limitation on Time to Sue**

You and we agree to file any lawsuit or arbitration proceeding against the other regarding your Account or Account-related service within the statute of limitations applicable to your claim, or if no statute of limitations exists, within one (1) year after the cause of action occurred.

**h. Location of Legal Proceedings**

If you file any lawsuit or other legal proceeding against us connected in any way with your Account or Services, you agree to do so in the jurisdiction in which your Account is domiciled.

**i. Arbitration Agreement**

**THIS ARBITRATION AGREEMENT REFLECTS YOUR AND OUR AGREEMENT TO HAVE ALL DISPUTES BETWEEN US RESOLVED BY BINDING ARBITRATION INSTEAD OF IN COURT.**

**PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY.**

**THIS ARBITRATION AGREEMENT AMENDS OUR PRIOR AGREEMENTS AND IT COVERS ALL DISPUTES ARISING OUT OF OR RELATING TO YOUR CONSUMER DEPOSIT ACCOUNT OR ANY OF THE PRODUCTS OR SERVICES WE PROVIDE TO YOU IN CONNECTION WITH YOUR ACCOUNT, REGARDLESS OF WHEN OR HOW THEY AROSE. IF YOU DO NOT WANT TO ARBITRATE DISPUTES, YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT, AS STATED BELOW.**

Agreement to Arbitrate: By making this Arbitration Agreement you and we have elected to have any and all disputes between us resolved by binding arbitration. Because we operate in interstate commerce, our arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA").

What disputes are subject to arbitration? You or we may elect to have any dispute between us arising out of or relating in any way to your consumer Deposit Account or any of the products or Services we provide to you in connection with your Account resolved in an arbitration, including the enforceability and scope of this Arbitration Agreement. However, the enforceability of the Class Action Waiver set forth below shall be determined by the Court in which the Class Action is pending. Nothing in this Arbitration Agreement limits your right to express concerns to, or seek help from, any governmental agency other than a court.

ALL DISPUTES MUST BE ARBITRATED ON AN INDIVIDUAL BASIS. NEITHER YOU NOR WE MAY BRING A DISPUTE UNDER THIS PROVISION IN ANY PURPORTED MASS OR CLASS ACTION. THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF MASS OR CLASS PROCEEDING.

THIS MEANS DISPUTES WILL NOT BE DECIDED BY A JUDGE OR JURY AND YOU WAIVE YOUR RIGHT TO PROCEED IN COURT.

If this prohibition against mass, class and consolidated proceedings is determined to be unenforceable, then this entire Arbitration Agreement shall be deemed inapplicable. If any other provision is determined to be unenforceable, the remaining provisions shall be unaffected by that determination.

What disputes are not subject to arbitration? All disputes between us are subject to arbitration. However, we will not ask to arbitrate any individual dispute that you file and pursue in the small claims court closest to where your Account is maintained by us.

Who will administer the arbitration? All arbitrations will be administered by Dispute Prevention & Resolution, Inc. ("DPR") under its then-applicable rules. If DPR is unable or unwilling to administer the proceedings, then it 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 FAA.

Who pays for arbitration? If we initiate arbitration of a dispute, we will be responsible for paying all of the arbitration fees. If you initiate a dispute, you will be responsible for paying your share of the arbitration fees up to the amount of any filing fees you would have incurred if you had brought a claim in the state or federal court closest to where your Account is

maintained by us, and we will pay the remainder of the fees. If DPR determines you cannot afford to pay those fees, we will pay them. If you retain a lawyer, you must pay your own attorneys' fees.

Where will the arbitration be conducted? The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced.

Who will be the arbitrator? A single arbitrator will be chosen for any dispute that is alleged to involve amounts (including any claim for attorneys' fees, expert fees, costs and expenses) equal to or less than \$200,000. In that case, the arbitrator will only have the authority to award up to \$200,000 including all damages, fees, costs and expenses of every kind. A dispute involving total claims exceeding \$200,000 will be decided by a majority of a panel of three arbitrators. The sole arbitrator and the presiding arbitrator in an arbitration panel will be an attorney with at least 15 years of active practice or a retired judge.

What law will the arbitrator apply? The arbitrator or panel shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall be authorized to award any relief that would have been available in court, provided that the arbitrator's or panel's authority to resolve claims is limited to claims between you and us alone, and the authority of the arbitrator(s) to make awards is limited to awards to you and us alone. No arbitration award or decision will have any preclusive effect in favor of, or against, us or anyone else who is not a named party to the arbitration.

Where can you get additional information? For a copy of the Arbitration Rules, instructions on initiating an arbitration and for other information, contact Dispute Prevention & Resolution, Inc. 1003 Bishop Street, Pauahi Tower, Suite 1155, Honolulu, HI 96813, Telephone: 808-523-1234, Facsimile: 808-599-9100, www.dprhawaii.com.

What other rights do you and we have? You and we agree that we each retain the right to exercise self-help remedies, including setoff rights, and to seek provisional remedies from a court, subject to a final determination at your or our election of the dispute by the arbitrator. Neither you nor we waive the right to elect arbitration of a dispute by exercising self-help remedies, filing suit or seeking or obtaining provisional remedies from a court.

Survival and Severability: This Arbitration Agreement shall survive the termination of your Deposit Account agreement and/or the deposit relationship between us, any bankruptcy by you or us, and any transfer by us of your Account. If any portion of this Arbitration Agreement other than the prohibition on consolidated, class and representative arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement.

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 within sixty (60) calendar days of Account opening to P.O. Box 2900, Attn: Bank of Hawaii Arbitration Opt Out, Honolulu, HI 96846. Your written notice must include: date, name, Account number(s), signature and the following statement: "I am authorized to opt-out of arbitration for the above referenced account(s)." If you do not submit written notice as provided above, you will be bound by this Arbitration Agreement and required to resolve claims through binding arbitration.

**j. Jury Trial Waiver**

**If any claim or dispute between us is not subject to arbitration for any reason, including a determination that the Arbitration Agreement above is not enforceable, then**

you and we each waive our respective rights to a trial before a jury in connection with any disputes related to your Account or Account Services. This includes any claim by us or by you, claims brought by you as a class representative on behalf of others, and claims by a class representative on your behalf as a class member (so-called "class action" suits).

**k. Illegal Activities**

You agree that you will not use your Account to conduct transactions relating to unlawful Internet gambling or any other illegal activity at a State or Federal level. We may refuse to Post any gambling transaction, whether lawful or not.

**D. OUR ELECTRONIC BANKING SERVICES**

**1. ATMs**

**a. Where You Can Use Your Cards**

You can use your Cards in all ATMs branded as "Bank of Hawaii ATMs" and for limited purposes in Qualified ATMs.

**b. Features Available at ATMs**

You can use your Card at ATMs to: (a) Withdraw cash from your Designated Account; (b) Check the Current and Available Balance in your Designated Accounts, where available; and (c) Transfer money between your Designated Accounts. Please see the Fee Schedule for applicable fees.

**c. Added Features Available Only at Bank of Hawaii ATMs**

You can use your Card at Bank of Hawaii ATMs to: (a) Make deposits into your Designated Accounts at selected locations; (b) Change a Bank of Hawaii Debit Card or Bankoh BankCard PIN; and (c) Obtain a "Mini-Statement," a printed listing of the last ten (10) Posted transactions to a Designated Account. Please see the Fee Schedule for applicable fees.

**d. Cash Withdrawal Limitations**

We may limit ATM cash withdrawals from your Deposit Accounts to a total of \$600 with your Bankoh BankCard, \$900 with your EASE by Bank of Hawaii Visa® Debit Card, \$900 with your Bank of Hawaii Visa® Debit Card and \$1,200 with your Bankoh Hawaiian Airlines Visa® Debit Card or Bank of Hawaii Black Visa® Debit Card, in any one (1) day. ATM operators may impose lower cash withdrawal limits. At some Qualified ATMs, you can obtain a cash withdrawal only if your Designated Account is a checking Account.

**e. Deposit Limitations**

When a check is included in a deposit, the amount of the check will be credited subject to collection, and we reserve the right to charge back the amount that is not collected or paid. We may elect to allow you to immediately withdraw part of a deposit at a Bank of Hawaii ATM. If any Item from a deposit transaction is returned to us, you authorize us to immediately debit your Designated Account for the amount of the Item.

**f. Funds Availability**

For special rules applicable to ATM deposits, please see the section titled "Funds Availability" in the agreement titled "Bank of Hawaii Consumer Deposit Account Agreement."

**g. ATM Deposits Conducted in a Different Time Zone**

For deposits made at a Bank of Hawaii ATM located in a time zone different than the one your Designated Account is domiciled, access to the deposited funds may be delayed due to time zone differences and processing cutoff times.

**h. Timing of Deposits and Transfers at Bank of Hawaii ATMs**

Cutoff times are posted on Bank of Hawaii ATMs and vary by location.

**i. Surcharges**

A Qualified ATM operator and the network used to complete a transaction may choose to charge you a fee. Such fees are called surcharges, and are in addition to any fees charged by us. Before charging you a surcharge, the operator of a Qualified ATM in the United States must notify you of the surcharge by either posting a sign near the Terminal or by showing it on the machine's screen and giving you the option to continue or cancel the transaction.

If you check your balance at a Qualified ATM and then complete a withdrawal or transfer, you will be charged both a fee for the balance inquiry and a fee for the withdrawal or transfer.

**j. Foreign ATMs**

Some ATMs located outside of the United States and in territories or possessions of the United States do not have the capability to perform certain Electronic Fund Transfers. In most cases, you will be able to access only the Designated Account for which your Card is validated. ATM receipts and periodic statement descriptions for Electronic Fund Transfers initiated outside of the United States may not contain all of the information typically provided for Electronic Fund Transfers initiated within the United States.

**2. BANKOH BY PHONE**

**a. Features Provided**

Bankoh by Phone lets you make inquiries about balances, interest, deposits and checks paid; request delivery of checking Account transaction history by fax; transfer funds between eligible Designated Accounts; and make payments on your Bank of Hawaii Credit Accounts; and for Accounts in state of Hawaii and American Samoa, make payments on Bank of Hawaii-branded credit Cards by using a touch-tone telephone and a PIN.

**b. Enrollment**

By signing the signature card for your Deposit Account, you will be requesting us to designate the Deposit Account for use with our Bankoh by Phone Service. If you do not have a Deposit Account with us, you will be enrolled in the Service when you obtain your Credit Account. We will notify you of the default PIN for use with the Bankoh by Phone Service when you open your Deposit Account or obtain your Credit Account. For Accounts opened online, please contact us using the contact information in the subsection titled "How to Contact Us" in the section titled "General Electronic Banking Services Information" in this agreement and the default PIN will be provided to you. The default PIN is only used to initiate the Bankoh by Phone Service, and will need to be changed to a customer-selected PIN to activate the service. If you decide that you do not want the Bankoh by Phone Service, please contact us and we will terminate the default PIN on your records. Please note that the PIN you select for the Bankoh by Phone Service is specific to your name and not tied to any specific Account you have with us. Therefore, in order to have the Bankoh by Phone Service for one of your Accounts, the Service is activated for all of your Accounts. This also means that if you terminate the Bankoh by Phone Service for one of your Accounts, we will need to terminate your PIN, and therefore, the Service will be terminated for all of your Accounts.

**c. Line of Credit Account Advance Limitations**

To the extent available, you may obtain advances from your Line of Credit Accounts through the Services. Such advances must be transferred into one (1) or more of your Deposit Accounts. You may not obtain an advance under your Line



of Credit Accounts and transfer the funds to us in order to make a monthly payment on any of your Credit Accounts. All advances on your Line of Credit Accounts are subject to any minimum draw and other transaction requirements contained in the applicable Account agreements. You are not required to use the Services to obtain advances from your Line of Credit Accounts. You may still use any other method that is permitted in the Account agreements for those Accounts to obtain advances.

**d. Timing of Transfers and Payments**

For state of Hawaii and American Samoa accounts, our cutoff time for acting on your instructions is 11:00 p.m., Hawaii Standard Time ("HST"), each Business Day. For Guam, Saipan, and Palau accounts, our cutoff time for acting on your instructions is 10:00pm Guam Time, each Business Day. Transfers and payments made after the cutoff time, Monday through Friday, or on weekends and U.S. Federal holidays, will be processed on the following Business Day. Payments for Bank of Hawaii-branded credit Cards may take up to five (5) Business Days to be processed.

**e. Passcode**

A Passcode is a word or short phrase (to a maximum of 20 characters) of your choosing which can be used as an additional piece of identifying information when requesting information on or assistance with your Accounts. For instructions on how to establish a Passcode, please contact our 24-Hour Customer Service Center at one of the telephone numbers listed in the subsection titled "**How to Contact Us**" in the section titled "**General Electronic Banking Services Information**" in this agreement.

**3. DEBIT CARDS, BANKCARDS**

You may request a Debit Card, Bankoh BankCard, replacement Card, or PIN from us at any branch or by telephone. We will send the requested Card and/or PIN to the postal address in our records for your primary Designated Account.

**a. Use of Cards and PIN**

You may only use the Cards or the PIN for the purposes described in this agreement to the extent the law allows and to the extent the particular Service is able to perform the transaction. You agree not to use the Cards or the PIN to: (i) Make a withdrawal of cash from your Designated Account which exceeds the maximum daily withdrawal limits under this agreement; (ii) Initiate an Electronic Fund Transfer which would cause the balance of available funds in your Designated Account to go below zero or, if your Designated Account has Bankoh CoverCheck or overdraft protection coverage, to exceed the credit limit of that protection; or (iii) Initiate an Electronic Fund Transfer affecting any Account which is not your Designated Account.

**b. Transaction Authorizations and Card Limitations**

Certain purchases and cash advances may require an authorization from us or our data processor prior to completion of the transaction. In some cases, the authorized Card user may be asked to provide identification. If the authorization system is not functioning, we or our data processor may not be able to authorize a transaction even if the Card Account has sufficient funds and you or your authorized Card users are within the established limits. We may also limit or refuse to complete an Electronic Fund Transfer if necessary for security reasons. We will not be liable to you or the authorized Card user if any of these events should occur and a transaction is not authorized and completed.

**c. VISA® Purchases**

You can use your EASE by Bank of Hawaii Visa® Debit Card, Bank of Hawaii Visa® Debit Card, Bankoh Hawaiian Airlines Visa® Debit Card or Bank of Hawaii Black Visa® Debit Card to pay for purchases with merchants who

accept Visa® branded Cards (a "Visa® Purchase"). Your Visa® Purchases, whether made via the Card directly or through a mobile device or over-the-counter withdrawals (Cash Advances), may be limited to a total of \$2,500 per day when using an EASE by Bank of Hawaii Visa® Debit Card or a Bank of Hawaii Visa® Debit Card, \$5,000 per day when using a Bankoh Hawaiian Airlines Visa® Debit Card, or \$10,000 per day when using a Bank of Hawaii Black Visa® Debit Card. You agree that we have the right to deny any transaction if the transaction will cause this limit to be exceeded or exceeds the funds available in your Account. All transactions into or from the Account will be stated in U.S. dollars. For transactions outside of the U.S., American Samoa, Guam, Saipan, Palau, the U.S. Virgin Islands or Puerto Rico, an International Service Assessment Fee will be applied to the transaction amount, whether originally made in U.S. Dollars or a foreign currency, as set forth in the Fee Schedule. If your transaction is made in a foreign currency and converted to U.S. dollars by Visa® when the Item is processed, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa®. Visa® selects the rate from the range of rates available in wholesale currency markets from the applicable central processing date, which may vary from the rate Visa® itself receives or the government-mandated rate in effect for the applicable central processing date. We do not determine the currency conversion rate that is used.

**d. Debit Purchases**

You can use your Card for bill payments or to pay for purchases at merchant locations that have point of sale Terminals displaying the logo of one of our participating networks. These purchases, often called "Debit" purchases may or may not require a PIN. Merchants must provide you with a processing choice if they support this option. These purchases do not qualify for the benefits of Visa® Purchases. Some merchants allow you to withdraw cash from your Designated Account as part of your purchase transaction, and those merchants set all dollar limits and other rules for those transactions. Your Debit purchases may be limited to a total of \$2,500 in any one (1) day when using your Bank of Hawaii Visa® Debit Card, EASE by Bank of Hawaii Visa® Debit Card or Bankoh BankCard, \$5,000 in any one (1) day when using your Bankoh Hawaiian Airlines Visa® Debit Card, or \$10,000 in any one (1) day when using your Bank of Hawaii Black Visa® Debit Card.

**e. Debit Card Transaction Authorization Holds**

When you use your Card to pay for goods or services, certain merchants may seek authorization for the transaction at the time it is made. When we authorize a transaction, we generally reduce the Available Balance in your Account by the amount authorized. We refer to this as an "Authorization Hold." Authorization Holds are deducted from your Available Balance, but not your Current Balance, as they are received by us throughout each day. At some point after the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its processing practices. For example, when a Card transaction is authorized to a merchant, Bank of Hawaii will place an Authorization Hold on your Available Balance, generally up to three (3) Business Days, to pay for your purchase. However, for other types of purchases, such as online or where there is a manual entry of your Card information, the Authorization Hold placed on your Available Balance is up to seven (7) calendar days. If the merchant does not submit to us for payment before the hold days expire, the amount on hold will be added back to your Available Balance. The transaction may still be submitted after the Authorization Hold is added back to your Available Balance. You agree that it is your responsibility to keep track of any outstanding purchases that you have made, but have not yet been submitted to your Account. You also agree that

we may accept a merchant submission for a debit to your Account even after the Authorization Hold we place for the funds expires, even if it overdrafts your Account.

Please note: the amount of an Authorization Hold may be higher or lower than the actual transaction paid from your Account because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, an Authorization Hold may be placed in the amount of the bill presented to you, but when the transaction Posts it may be higher to include any tip that you added to the bill. The Authorization Hold may be higher than the transaction that Posts for payment when you use your Debit Card at gas stations and hotels and other retail establishments, as such merchants may request authorization for an amount that is greater than your actual purchase amount. We cannot control the amount a merchant processes for an Authorization Hold, or when a merchant submits a transaction for payment.

**f. Third Party Money Transfers and Original Credit Transactions (OCT)**

Third Party money transfer providers (examples include but are not limited to Square Cash and Venmo®) that use the Visa® network to transfer funds between Debit Card holders may process transactions as a point of sale purchase. Transactions processed via “Original Credit Transaction”, also known as “OCT” are generally used for receiving funds. OCT credits received by 6:00pm HST on a Business Day will be Posted to your Account on the same day. OCT credits received on Business Days after the cutoff time, or on weekends, or U.S. Federal holidays will be Posted on the next Business Day.

**g. Merchant Disputes**

We are not obligated to negotiate or settle any disputes you have with a merchant about goods and services you purchase. Under certain circumstances, we may choose to assist you in submitting Visa® Purchase disputes to the Visa® dispute resolution process.

**h. Stop Payment and Return of Sales Drafts**

You understand and agree that you cannot stop payment on any authorized point of sale purchase. We will not routinely return either the original or any copy of the sales draft or cash withdrawal draft generated by a point of sale purchase.

**i. Unauthorized Use of Your Debit Card for Point of Sale Transactions**

If you believe your Debit Card has been lost, stolen or compromised and has been or will be used for an unauthorized point of sale transaction at a merchant location which accepts Visa® transactions, you must notify us AT ONCE by calling the number on the back of the Card or by contacting us at the numbers or writing at the address listed in the subsection titled “**How to Contact Us**” in the section titled “**General Electronic Banking Services Information**” in this agreement. Your card will be deactivated and a new card issued. You will not be liable for any unauthorized use that occurs after you notify us unless we reasonably determine that you were negligent or fraudulent in handling your Debit Card.

**j. Zero Liability Benefit for VISA® Point of Sale Debit Card Transactions**

Upon notification from you of an unauthorized Visa® transaction, we will limit your liability to zero provided that you were not negligent or fraudulent in the handling of your Card. Written notification may be required within 60 calendar days of the first statement showing any unauthorized transactions. We may increase this limit if, based upon substantial evidence, it is reasonably determined that you were negligent or fraudulent in the handling of your Card. We will provide you with provisional credit for unauthorized Visa® transactions

within five (5) Business Days from receipt of written notification as indicated above, unless circumstances warrant us to withhold or delay provisional credit. An “unauthorized Visa® transaction” EXCLUDES either or both: (1) any transaction by a cardholder or person authorized by a cardholder; and/or (2) any transaction by a cardholder that exceeds the authority given by the Visa® Debit Card Account holder. This Zero Liability Benefit does not apply to ATM Transactions or non-Visa® purchases made using the “ATM” or “Debit” functions of a merchant Terminal (also known as ‘PIN-based’ purchases).

**k. VISA® Account Updater (VAU)**

VAU is an Account updating service automatically provided to you by Visa®. When your Debit Card expires, is lost or stolen and a new Debit Card is issued, the service may update relevant card data (card numbers and expiration dates) to a Visa® database. For example, if you have a recurring payment to a merchant that Visa® has qualified to use this service, the database may be accessed by your merchant to allow uninterrupted processing of your payment. This service is provided to you as a free benefit from Visa®. If at any time you wish to opt out of the VAU service, or if you have any questions regarding the service, please contact us by calling our 24-Hour Customer Service Center using the applicable telephone number listed under the subsection titled “**How to Contact Us**” in the section titled “**General Electronic Banking Services Information**” in this agreement.

**l. Fraud Protection Services**

If you are a Debit Card holder, you are automatically provided with fraud protection services. You will receive text messages, telephone calls and/or emails asking you to confirm if certain purchases are valid or not. Standard text message and data rates may apply. If at any time you wish to opt-out of the text messaging capabilities of the fraud protection services or if you have any questions, please contact us by calling our 24-Hour Customer Service Center using the applicable telephone number listed under the subsection titled “**How to Contact Us**” in the section titled “**General Electronic Banking Services Information**” in this agreement.

**4. ACH PAYMENTS, CREDITS, AND TRANSFERS**

**a. One-Time Electronic Fund Transfers**

You may directly authorize third parties to make a one-time Electronic Fund Transfer (such as an Electronic Check Conversion transaction or purchase over the Internet or telephone) from your checking or savings Account. You generally may not be able to stop payment on these one-time Electronic Fund Transfers.

**b. Periodic Payments**

You may authorize third parties, like utilities and merchants, in writing or some other similarly authenticated manner to periodically transfer funds from your checking or savings Account (a “Periodic Payment”). These transfers are sometimes marketed by businesses using names like “automatic bill payment.” Your Periodic Payment may be a fixed or variable amount and the terms should have been made clear in the advance authorization you provided to the person or business you allowed to receive the funds. You have the right to receive a copy of your written authorization or other proof of authorization from that person or business.

**c. Notice of Varying Amounts of Periodic Payments**

If your Periodic Payments may vary in amount, the third party will tell you, ten (10) calendar days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**d. Stop Payments for Preauthorized Electronic Fund Transfers**

If you have told us in advance to make Periodic Payments out of your Account, you can stop any of these payments. Call or write to us using the contact information listed in the subsection titled “**How to Contact Us**” in the section titled “**General Electronic Banking Services Information**” in this agreement, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. If you meet these requirements and we do not stop the payment, we will be liable to you for your losses or damages. For each stop payment request you submit to us, we will charge your Designated Account the Stop Payment Fee listed in the Fee Schedule.

**e. Canceling All Future Periodic Payments**

You can cancel all future Periodic Payments by revoking your authorization with the third party in accordance with the terms and conditions set forth in the authorization agreement.

**f. Refusal or Delay in Processing**

You agree that we may refuse to process or delay processing any ACH Transaction if we have reason to believe a transaction would violate any guideline, rule, policy, law or regulation of any government authority or funds transfer or payment system.

**g. ACH Transaction Rules/Laws**

Except as otherwise set forth in this agreement, you agree to be bound by all Federal Reserve and fund transfer system rules and regulations, including without limitation, the Operating Rules of the National Automated Clearing House Association, that apply to an ACH Transaction. You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control.

**h. Our Liability for Failing to Complete Your Electronic Fund Transfer**

If we do not complete an Electronic Fund Transfer to or from your Designated Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Designated Account to make the Electronic Fund Transfer;
- If the Electronic Fund Transfer will exceed your Bankoh CoverCheck or overdraft protection credit limit;
- If, through no fault of ours, we have not actually received an electronic deposit you authorized a third party to make (such as a direct payroll deposit).
- If the funds in your Designated Account are subject to legal process or other encumbrances restricting the Electronic Fund Transfer;
- If the ATM where you are making the Electronic Fund Transfer does not have enough cash;
- If our processing system was not working properly and you knew about the problem when you started the Electronic Fund Transfer;
- If circumstances beyond our control (such as fire or flood) prevent the Electronic Fund Transfer, despite reasonable precautions that we have taken;
- If your Account, Cards and/or Services are closed or canceled;

- If the authorization for your Electronic Fund Transfer is revoked by law or court order (in case of death or incompetence, for example);
- If the Services, your telephone, your computer or other telecommunication link you use to access the Services is not working properly and you knew about the malfunction when you started the Electronic Fund Transfer;
- If you have not provided us with the correct transfer information;
- If other exceptions are provided in other agreements we have with you or by applicable law; or
- If this agreement is terminated.

We will rely on the identifying numbers you provide us in processing your Electronic Fund Transfers. We will not be responsible for any conflict between these numbers and the identity of the parties or Accounts involved.

**5. ONLINE BANKING AND MOBILE BANKING**

Our e-Bankoh Online Banking and e-Bankoh Mobile Banking Services are governed by separate agreements. You will receive the agreement applicable for the service at the time you enroll. You can use these services with linked Accounts to view your Account information, make deposits, transfer funds between your Accounts and to Accounts of others, pay qualifying loans or credit cards, and make payments from your Account to third parties. You can enroll for these services at [www.boh.com](http://www.boh.com).

**6. WIRES AND REMITTANCE TRANSFERS**

Wires and remittance transfers are governed by a separate agreement. You will receive the agreement each time you initiate a wire and remittance transfer. Please see the Fee Schedule for fees that may apply. For additional information on wires and remittance transfers, please see the agreement titled “**Bank of Hawaii Wire Transfer Agreement.**”

