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## Amendment to Bank of Hawaii Consumer Electronic Banking Services Agreement

*Please read and keep this with your account disclosures for future reference.*

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The following are changes that will be made to your Bank of Hawaii Consumer Electronic Banking Services Agreement (“Agreement”) effective as of the dates indicated:

1. Effective June 1, 2023, the following changes are being made to the section titled **“C. TERMS AND SERVICES APPLICABLE TO ALL ELECTRONIC FUND TRANSFERS”**
  - i. The sub-subsection titled **“g. Deposit Account Limitation Transfers”** of the sub-section titled **“1. ELECTRONIC BANKING DISCLOSURES”** is amended by removing the entire bullet (c) and replacing it with the following, as the referenced Federal Regulation no longer applies to Savings Accounts:  
  
“(c) Reserved.”
  - ii. The first paragraph under the sub-subsection titled **“e. Rules Governing Your Account”** of the sub-section titled **“2. OTHER LEGAL PROVISIONS”** is replaced with the following to provide for the jurisdiction for accounts opened online from Guam, Saipan, or Palau:  
  
“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, Guam, Saipan or Palau. If you opened your Account online, it is domiciled in the State of Hawaii regardless of where you were located when you opened the Account, unless you are located in Guam, Saipan, or Palau, in which case the applicable jurisdiction associated with your location will be where your Account is domiciled. You further agree that we may act in accordance with these laws except as otherwise required by law.”  
  
The remainder of said subsection “e” remain unchanged.
  - iii. The last paragraph under the sub-subsection titled **“i. Arbitration Agreement”** of the sub-section titled **“2. OTHER LEGAL PROVISIONS”** is replaced with the following to update the mailing address to send a written notice to opt-out of arbitration:  
  
“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.”

The following amendments to the Agreement are effective immediately as they are clarifications, or were operations previously announced and implemented:

1. Our customer service center will no longer be referred to as “24-hour” therefore reference in the Agreement to “24-Hour Customer Service Center” is changed to “Customer Service Center.”  
  
Please visit [www.boh.com](http://www.boh.com) for current hours of operation.
2. All Bank of Hawaii operations in American Samoa were closed on August 16, 2019. Therefore, the Agreement is amended to remove all references to “American Samoa.”
3. The paragraph with the heading **“Contact in the Event of Unauthorized Transfer; and Lost or Stolen Card, and PIN”** contained in subsection **“6. How to Contact Us”** in the section titled **“B. GENERAL ELECTRONIC BANKING SERVICES INFORMATION”** is replaced with the following to update the contact phone numbers to include the area code for state of Hawaii:

**“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 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.**

Customer Service Center:

- In Hawaii 808-643-3888
- In U.S. Mainland / Canada 1-888-643-3888
- In Guam and Saipan 1-877-553-2424
- In Palau 1-680-488-3338
- TTY/TDD 1-888-643-9888”

4. Since eligibility for issuance of the EASE debit card is now 13, the first paragraph under sub-subsection titled **“a. Personal Deposit Accounts”** under sub-section titled **“1. ELECTRONIC BANKING DISCLOSURES”** in the section titled **“C. TERMS AND SERVICES APPLICABLE TO ALL ELECTRONIC FUND TRANSFERS”** is replaced with the following:

**“a. Personal Deposit Account**

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 except for EASE checking accounts. You agree that you must be 13 years of age to qualify for an EASE by Bank of Hawaii Visa Debit Card.”

The remainder of subsection a remains unchanged.

5. The following amendments are made to the section titled **“D. OUR ELECTRONIC BANKING SERVICES”** for clarification purposes and are therefore effective immediately.

- iv. The sub-subsection titled **“c. VISA Purchases”** under the subsection titled **“3. DEBIT CARDS, BANKCARDS”** is amended by adding the following at the end to clarify foreign transactions:

“Foreign transactions made outside of the U.S., Guam, Saipan, Palau, the U.S. Virgin Islands or Puerto Rico will be assessed an International Service Assessment Fee, whether originally made in U.S. Dollars or a foreign currency, as set forth in the Fee Schedule. Foreign transactions are in-person transactions which occur outside the U.S., Guam, Saipan, Palau, the U.S. Virgin Islands or Puerto Rico or online transactions initiated by a merchant who processes the transaction in a foreign country (regardless if the online transaction was initiated from within the US).”

- v. The sub-subsection titled **“h. Stop Payment and Return of Sales Drafts”** under the subsection titled **“3. DEBIT CARDS, BANKCARDS”** is replaced with the following to add a pre-authorized payment cancellation service:

“You understand and agree that you cannot stop a payment on any authorized point of sale purchase. However, you may contact us to place a stop payment on a pre-authorized payment for up to 60 months. We will not routinely return either the original or any copy of the sales draft or cash withdrawal draft generated at a point of sale purchase.”

- vi. An additional sub-subsection titled **“m. Automatic Closure Due to Inactivity”** will be added following the sub-subsection titled **“i. Fraud Protection Services”** under the subsection titled **“3. DEBIT CARDS, BANKCARDS”**.

**“m. Automatic Closure Due to Inactivity”** Your Debit Card or Bankoh BankCard may be closed if a qualifying transaction is not made for a consecutive 18-month period. Cards not used for a consecutive 18-month period may be deactivated and will not be re-issued upon expiration.