

**BANK OF HAWAII  
CONSUMER DEPOSIT ACCOUNT AGREEMENT**

*Effective July 1, 2024*



**Bank of Hawai'i**

**Please Read and Save**

**TABLE OF CONTENTS**

<b>A. EXPLANATION OF SOME COMMONLY USED TERMS</b>	<b>I. CHECKS, WITHDRAWALS, TRANSFERS OR PAYMENTS OUT OF YOUR ACCOUNT</b>
<b>B. GENERAL ACCOUNT INFORMATION</b>	1. Withdrawals from Your Account; Notice About Electronic Check Conversion
1. The Agreement for Your Account	2. Conditional, Stale and Future/Post-Dated Checks
2. Electronic Banking Services	3. Facsimile Signatures
3. Non-Business Purposes Only	4. Check and Signature Verification
4. Changes to This Agreement	5. Stop Payment Orders
5. Fees	6. Our Right to Require Advance Notice of Withdrawals
6. Closing Your Account	7. Cashing Checks for Others
7. Rules Governing Your Account	8. Paying Remotely Created Checks and Other Electronic Means
8. Restricting Your Account or Transactions	<b>J. SUBSTITUTE CHECKS AND YOUR RIGHTS</b>
9. How to Contact Us	1. What is a Substitute Check?
10. Deposit Insurance	2. What Are My Rights Regarding Substitute Checks?
<b>C. INFORMATION ABOUT YOU AND YOUR ACCOUNT</b>	3. How Do I Make a Claim for a Refund?
1. Information You Give Us	<b>K. OVERDRAFTS AND OVERDRAFT PROTECTION PLANS</b>
2. Identification	1. Overdrafts
3. Consumer Reports and Other Inquiries	2. Overdrafts and Available Balance
4. Bank of Hawaii's Privacy Practices	3. Standard Overdraft Practices
5. Telephone and Electronic Communications	4. ATM and One-Time Debit Card Transactions
6. Your Responsibility to Protect Your Checks, Cards, and Account Information	5. Overdraft and Returned Item Fees
<b>D. ACCOUNT OWNERSHIP</b>	6. Your Responsibility to Repay Overdrafts
1. Some General Terms	7. Overdraft Protection Plans
2. Authorized Persons	<b>L. TIME DEPOSIT ACCOUNTS (TDA)</b>
3. Multiple-Signature Limitation	1. Automatic Renewal
4. Appointment of Agent(s)	2. Interest
5. Power of Attorney	3. Early Withdrawals
6. Death or Incompetence of Account Owner	<b>M. INDIVIDUAL RETIREMENT ACCOUNTS (IRA)</b>
<b>E. CHECKING AND SAVINGS ACCOUNTS</b>	1. Interest
1. Types of Transactions	2. Automatic Renewal for IRA TDAs
2. Types of Account Balances	3. Early Withdrawals for IRA TDAs
3. Interest	4. Federal Tax Penalty – Withdrawals from Retirement Accounts
4. Verification of Transactions and Our Right to Reverse or Adjust Transactions	5. Required Minimum Distribution (RMD)
5. Posting Order	<b>N. OTHER LEGAL PROVISIONS</b>
6. Checks and Deposit Slips	1. Our Relationship
<b>F. STATEMENTS, NOTICES AND CHECK SAFEKEEPING</b>	2. Disputes and Conflicting Demands
1. Account Statements	3. Setoff and Security Interest
2. Your Obligation to Review Your Statement	4. Waivers
3. Changes in Name and/or Contact Information	5. Legal Process
4. Notice of Unauthorized Transactions	6. Attorney Fees
5. Check Safekeeping	7. Limitation on Time to Sue
6. Notifications	8. Location of Legal Proceedings
<b>G. DEPOSITS, CREDITS OR PAYMENTS INTO YOUR ACCOUNT</b>	9. Arbitration Agreement
1. Accepting Deposits	10. Jury Trial Waiver
2. Endorsing Your Check	11. Transfers or Assignments of Agreement
3. Our Right to Refuse Deposits	12. Illegal Activities
4. Electronic Deposits to Your Account	13. Inactive and Abandoned Accounts
5. Deposits of Foreign Checks	14. Severability
6. Depositing Remotely Created Checks	
7. Our Responsibility for Collecting Checks	
<b>H. FUNDS AVAILABILITY</b>	
1. Your Ability to Withdraw Funds	
2. Longer Delays May Apply	
3. Special Rules for New Accounts	
4. Special Rules for Palau Branches and Accounts	
5. ATM Deposits	

## 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 deposit Account, such as a checking, savings or time deposit Account, you have with us that is covered by this agreement and that is held or maintained primarily for personal, family, or household purposes.

“**Account to Account Transfer**” is a transfer of funds between your owned Accounts, such as from your checking Account to your savings Account, initiated through online banking, mobile banking, or ATM.

“**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.

“**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.

“**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.

For more information see the subsection titled “**Types of Account Balances**” in the section titled “**Checking and Savings Accounts**” in this agreement.

“**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 non-Bank of Hawaii ATMs that have Bank of Hawaii network relationships. 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 or late 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.

“**Check (-s)**” refers to a written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. When you write a check, it is processed through the Federal Reserve System. We receive data files of negotiated checks from the Federal Reserve each Business Day. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

“**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).

For more information see the subsection titled “**Types of Account Balances**” in the section titled “**Checking and Savings Accounts**” in this agreement.

“**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 the agreement titled “**Bank of Hawaii Consumer Electronic Banking Services Agreement.**”

“**Debit Card Transaction**” is any one-time purchase or recurring bill payment using your Debit Card or Bankoh BankCard to charge your Account.

“**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, 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 Holds, a court order or other reasons.

For more information see the subsection titled “**Debit Card Transaction Authorization Holds**” in the section titled “**Debit Cards, BankCards**” in the agreement titled “**Bank of Hawaii Consumer Electronic Banking Services 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. This Balance is used to calculate interest for all time deposit Accounts and retirement savings Accounts.

“**Mobile/Online Agreements**” are any agreement(s) that you have with the Bank regarding any mobile or online banking services that the Bank may make available to you in connection with your Account, including but not limited to agreements with the following titles: e-Bankoh Consumer Agreement and Disclosure Statement, Bank of Hawaii Mobile and Online Banking Consumer Terms of Use, and e-Bankoh Mobile Banking Services Agreement.

**“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 or 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.

## **B. GENERAL ACCOUNT INFORMATION**

### **1. The Agreement for Your Account**

This document is the basic agreement between you and us (Bank of Hawaii) and contains important information about your deposit relationship with us. Any conflicting terms in a more specific agreement, Fee Schedule or addendum for any of our products or services take precedence over this one.

By signing the signature card or opening an Account online, requesting an Account, maintaining an Account, or using any of our deposit Account services, you and anyone else identified as an Account owner or authorized person 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 the Account and any authorized person. See the section titled **“Explanation of Some Commonly Used Terms”** for definitions of other commonly used terms.

**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, “ACCOUNT OWNERSHIP,” 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. Electronic Banking Services**

We offer a variety of electronic banking services that you can use to access funds in your Accounts and perform other transactions. Those services are governed by the **“Bank of Hawaii Consumer Electronic Banking Services Agreement”** or by separate agreements that are provided to you when you sign up for the service, or when you request and receive a Debit Card or Bankoh BankCard from us.

In the event of a conflict between those specific agreements and this Agreement, the agreement for the electronic banking service will take precedence over this one. Fees for services are disclosed in the **“Bank of Hawaii Consumer Checking and Savings Account Fee Schedule”** (“Fee Schedule”).

You agree to be bound by all Federal Reserve and funds transfer system rules and regulations, including the Operating Rules of the National Automated Clearinghouse Association that apply to ACH Transactions.

### **3. Non-Business Purposes Only**

You agree not to use your Account for business purposes and that such use would constitute a breach of this agreement.

### **4. Changes to This Agreement**

We may change this agreement at any time. We may add, substitute, discontinue, or amend terms, conditions, or features including fees at any time. We will inform you of changes when legally required. We are not required to notify you of changes in interest rate or Annual Percentage Yield for variable rate accounts, or changes in fees for printing checks, deposit slips, or withdrawal slips. As required by law, we will notify you of a change in advance unless the change is necessary to comply with a legal requirement or for security reasons. We may notify you of a change by mailing, emailing, or delivering a written notice, statement message or insert or amended agreement to you at the last address and/or email address on file for you, your Account, or the service in question. We will make the updated terms available on our website at [boh.com/agreements](http://boh.com/agreements). If any change in a term or condition will result in increased fees or liability to you, stricter limitations on the frequency or dollar amount of transfers, or if otherwise required by law, we will deliver such notice to you at least thirty (30) calendar days prior to the effective date of such change. **By maintaining your Account with Bank of Hawaii after the effective date of any amendment, change, or addition to this agreement, you are agreeing to that amendment, change, or addition.**

You further agree that we may waive or refund a fee on a one-time basis or for any period or duration, without changing the terms of the agreement or your obligation to be bound by the agreement, and we are not obligated to provide similar waivers or refunds in the future or waive our rights to enforce the terms of this agreement. This agreement takes the place of any understandings, agreements, representations and warranties both written and oral made prior to or when you entered into this agreement. For TDAs, changes that would adversely affect your Account will be effective on the next maturity date.

### **5. Fees**

You agree to pay all fees that apply to your Account as shown in the 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.

### **6. Closing Your Account**

Either you or we may close your Account at any time with or without a reason and without prior notice. You may close your Account in person at any of our branches or by sending a signed letter of instruction to **Bank of Hawaii, Deposit Maintenance Center #118, P. O. Box 2900, Honolulu, HI 96846**. For further assistance, call our Customer Service Center using the applicable telephone number listed in the subsection titled **“How to Contact Us”** in this section.

If your Account is not overdrawn at closing, after deducting fees, claims, setoffs or other amounts, we will return any remaining funds to you via

check sent to the mailing address we have on file for the Account, or by other means.

At our discretion, we may elect not to close your Account at your request if the Account is overdrawn or is subject to a legal process (such as garnishment or similar order). We retain sole discretion to honor or dishonor checks or other transactions.

We may decide to close your Account if the Available and Current Balances are zero or negative for thirty (30) consecutive calendar days or more. You will receive a final statement indicating that your Account is closed. We may also close your Account, for example, if you breach any agreement with us, or if we have reason to suspect fraudulent activity on your Account.

## 7. Rules Governing Your Account

Your account will be governed by this agreement, Federal law and/or the laws of the jurisdiction in which your Account is domiciled. You agree that we may act in accordance with these laws except as otherwise preempted by the laws of a superseding jurisdiction or authority. 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.

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 not following 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, 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.**

## 8. 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:

- a. Your Account is involved in any legal or administrative proceeding;
- b. We receive conflicting information or instructions regarding Account ownership, control or activity;
- c. 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);
- d. We suspect that any transaction may involve illegal activity or may be fraudulent;
- e. 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
- f. 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.

## 9. How to Contact Us

If you have any questions, please go to our website at boh.com, write to us at **Bank of Hawaii, P.O. Box 2900, Honolulu, HI 96846**, visit us at your local branch, or call our Customer Service Center:

Customer Service Center:

- In Hawaii 808-643-3888
- In the U.S. Mainland and Canada 1-888-643-3888
- In Guam and Saipan 1-877-553-2424
- In American Samoa 1-888-643-3888 **(Long distance charges may apply)**
- In Palau 680-488-3338
- TTY/TDD 1-888-643-9888

## 10. Deposit Insurance

Your deposit accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at (877) 275-3342, or visit its website at [fdic.gov](http://fdic.gov).

## C. INFORMATION ABOUT YOU AND YOUR ACCOUNT

### 1. 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 at such email address or phone number about all of your Bank of Hawaii Accounts. Your consent allows us, or companies working on our behalf, to use text messaging, automated 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. For a full understanding of your right to revoke your

consent to receive such communications, please refer to “Sharing Your Information” on the Privacy Center at boh.com or the copy you received at account opening.

## 2. Identification

### Important information about procedures for opening a new account:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your legal name, physical address, date of birth, and your Tax Identification Number (TIN) or Social Security Number (SSN), or other information that will allow us to identify you. We may also ask to see your unexpired government-issued photo identification or other identifying documents. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity.

When you provide a mobile phone number to us, you authorize your wireless operator (AT&T, 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.

We may also require you or any person associated with you or your Account to provide us with information, documentation, or identification (including a fingerprint) before conducting any transaction. We may restrict or close your Account if we are unable to obtain the requested information.

## 3. Consumer Reports and Other Inquiries

We may use a third party service to verify and obtain information regarding your previous banking relationships without your prior approval. We may also report the status, history or closure of your Account to a consumer reporting agency or other third party.

If we close your Account due to fraud or Account abuse, we generally report to consumer reporting agencies, such as ChexSystems, Inc., your name, address, Taxpayer Identification Number (TIN) or Social Security Number (SSN), driver’s license number and the date and reason we closed the Account. The consumer reporting agency may supply this information to others. This may adversely affect your ability to establish an account at any financial institution for up to five (5) years from the date of Account closure.

## 4. 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 boh.com.

## 5. Telephone and Electronic Communications

For quality control or confirmation purposes, you consent to the monitoring and/or recording of your telephone conversations or computer sessions with us. While we generally advise you of such recordings in advance, you acknowledge and agree that we may monitor and record communications at any time without further notice to you or other parties to such communications concerning your Account or transactions.

## 6. Your Responsibility to Protect Your Checks, Cards, and Account Information

You must protect your checks, cards, and other Account information from theft and unauthorized use. If you become aware that any checks, statements, cards or other Account information have been lost or stolen, you must let us know immediately. We are not responsible for losses that may result if you fail to notify us of stolen checks, cards or information on a timely basis.

For more information about your rights and obligations in the event of a loss of your electronic fund transfers access devices (such as your Debit Card or PIN), please see the agreement titled “**Bank of Hawaii Consumer Electronic Banking Services Agreement.**”

For security reasons, we may require you to close your Account and transfer the funds to a new Account.

## D. ACCOUNT OWNERSHIP

### 1. Some General Terms

The type of Account ownership determines how your funds are paid if you die or become incapacitated, even if your will states otherwise. Consult with your financial advisor or attorney about your choices. We may also pay all or part of the funds in the Account to a court or government agency if we receive a legal process that identifies any of the joint owners.

Any owner may close the Account without the signature of the other owners. If your joint Account becomes overdrawn, you are liable for the full amount of the overdraft regardless of whether you initiated or benefited from the Items causing the overdraft. If we believe there to be a dispute between you and your joint owners, or we receive inconsistent instructions from you and any of your joint owners, we may suspend or close your joint Account, require a court order to act, and/or require that you and all of your joint owners agree in writing to any transaction concerning your joint Account.

Ownership of your Account is determined by the most recent signature card or online Account application.

- *Individual Account:* This is an Account owned by only one (1) individual.
- *Joint Account:* This is an Account owned by two (2) or more individuals and each person is deemed to be a “joint owner.” In this form of ownership, the right of survivorship exists among the owners of the Account.

- **Voluntary Trust (Totten Trust):** This is an informal trust in which the individual(s) opening the Account is (are) the owner(s) and the self-appointed trustee(s) of the funds, but no legal trust documents are required. The owner(s)/ trustee(s) name(s) another person(s) as a beneficiary(ies) but the owner(s)/trustee(s) retain(s) all personal control over the Account for his/her/their lifetime. The beneficiary(ies) is/are entitled to the funds in the Account only upon the death of all owner(s)/trustee(s). Account owner(s)/trustee(s) is/are responsible for notifying us of any changes to the beneficiary(ies) and upon notification we may require a new signature card before any change in beneficiary(ies) becomes effective.
- **Fiduciary Account:** This type of Account is opened for the benefit of another party and the fiduciary is charged with the duty of acting for the benefit of the other party. The fiduciary is known as the trustee, executor, administrator, conservator, custodian, etc. One type of such Account is a Revocable Living Trust in which formal trust documents state that the individual opening this Account is the trustee and may also be the trustor. If there is more than one (1) fiduciary named, the Account must be opened under the names of all fiduciaries. However, you agree that only one (1) signature will be required for transactions on the Account regardless of what is provided in the governing document.
- **Representative Payee Account:** If you open an Account as a "representative payee" for someone who receives Social Security payments, you agree not to permit any deposits to the Account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the Account are for the support of the person for whom the benefits are paid (beneficiary). If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the Account. If the government demands that we return deposits made after the beneficiary's death and the Account does not have enough funds to pay the demand, we may take the funds from any Account you or the beneficiary owns.

## 2. Authorized Persons

Your signature card/online application and/or appointment of agent designation identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services and otherwise give us instructions regarding your Account.

If any authorized person(s) on your Account(s) change, we may continue to honor Items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so and we have had reasonable time to act on those instructions. (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan.) In some cases we may require you to close your Account or provide us with stop payment orders in order to prevent transactions from Posting.

## 3. 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.**

## 4. Appointment of Agent(s)

Upon request, we will provide you with an appointment of agent form for the purpose of appointing an agent to your individual, joint or fiduciary Accounts.

Agents have the authority to:

- sign checks, orders, and other instruments, even if such transaction creates an overdraft;
- endorse, negotiate, transfer, and stop checks and other Items, even if such transaction incurs fees on your Account; or
- enter into any agreement with us relating to your Account.

You can revoke your appointment of agent by signing the revocation of agent form at any branch location.

## 5. Power of Attorney

A power of attorney is a legal document that allows you to appoint another person to act on your behalf as your attorney-in-fact. We are not required to investigate the facts relating to any power of attorney provided to us, including whether the attorney-in-fact is properly using her/his authority or whether the attorney-in-fact continues to have authority to act on your behalf. We may rely on your power of attorney until we have received notice from you that it has been revoked, or that it has otherwise been terminated. Unless otherwise prohibited by applicable law, we may decline to honor a power of attorney for any reason, or for no reason, at any time.

## 6. Death or Incompetence of Account Owner

You agree to tell us if any Account owner dies or is declared incompetent by a court and provide us with appropriate documentation. We may act as if all Account owners are alive and competent until we receive written notice otherwise.

After we receive such notice, we may freeze the Account, refuse to accept transactions, and/or reverse or return deposits. This includes government and retirement benefit payments payable to the deceased.

If your Account is a joint Account, if one (1) joint owner dies, the balance in the Account at the time we are provided evidence of the death in the form of a death certificate will automatically pass to the surviving owner(s) who will continue to own the Account as joint owners or, in the case of one (1) surviving owner, as an individual Account owner.

We are authorized to pay transactions authorized by an Account owner prior to that owner's death.

If we have any question as to the ownership of funds in an Account at the time of any Account owner's death or incompetence, we may freeze all or part of the Account pending evidence, satisfactory to us, of each person's right to the funds.

If you owe us a debt at the time of your death, we may exercise our right to apply funds in one of your Accounts to the debt associated with another of your Accounts.

## E. CHECKING AND SAVINGS ACCOUNTS

### 1. Types of Transactions

There are basically two (2) types of transactions in your Checking (including EASE by Bank of Hawaii) or Savings Account: **Credits** (or deposits

of money into your Account) and **Debits** (or payments out of your Account). Both Credits and Debits will be explained further within this agreement.

## 2. Types of Account Balances

Both your Current Balance and Available Balance can be checked when you review your Account by online banking, by mobile banking, at an ATM, by telephone, or at a branch. It is important to understand how Current Balances and Available Balances work so that you know how much money is in your Account at any given time. This section explains Current and Available Balances and how they work.

Your 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)

While the term "Current" may sound like an up-to-date amount in your Account you can use, that is not always the case. Any Holds will **not** appear in your Current Balance.

Your 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

Available Balance reflects our most current record of the amount of money in your Account that is available for you to use. We use the Available Balance to authorize your transactions during the day. We also use your Available Balance to pay your Items at Posting. Your Available Balance (and not Current Balance) is used to determine when your Account is overdrawn.

**Important Note:** Your Available Balance does not reflect every transaction you have initiated or previously authorized. **To avoid overdrafts, it is very important for you to keep track of all transactions you have made in your Account.**

For example, your Available Balance **does not include** the following:

- Available funds in a linked Account under an overdraft protection plan (See the section titled "**Overdrafts and Overdraft Protection Plans**" in this agreement.)
- Outstanding checks and authorized automatic withdrawals (such as recurring Debit Card Transactions, transfers and ACH Transactions that we have **not** received for payment or received too close to our processing cutoff time to include in your Available Balance).

For more information see the subsection titled "**Debit Card Transaction Authorization Holds**" in the section titled "**Debit Cards, BankCards**" in the agreement titled "**Bank of Hawaii Consumer Electronic Banking Services Agreement.**"

## 3. Interest

### a. Interest Rate

When you open an interest-bearing checking or savings Account, we will provide you with a rate sheet that shows the current variable interest rate and corresponding Annual Percentage Yield (APY). The rate sheet is considered a part of this agreement. The APY and interest rates can change without prior notice or limit. Interest on checking and savings Accounts is calculated using your "Collected Balance," which is your Account's balance at the start of each Business Day less amounts from deposited checks or similar Items for which we are in the process of collecting, but have not yet been collected, from the other financial institution.

Tiered Accounts earn the interest rate and APY in effect that day for the balance tier associated with your Collected Balance at the end of each calendar day. The interest rate for one tier may be higher, lower or the same as the rate for a lower tier. We may add or change the balance tiers that apply to an Account at any time without notice. Different tiers may apply to different types of Accounts.

The current rate sheet may be found at boh.com or you may contact us for a copy.

### b. Interest Calculations

We use the daily balance method to calculate the interest on your interest-bearing checking or savings Account on a three hundred and sixty-five (365) day basis. This method applies a daily periodic rate to the Collected Balance in your Account each calendar day and the Annual Percentage Yield assumes daily compounding without withdrawing the interest.

Some accounts as specified in the rate sheet may offer bonus interest. Bonus interest is credited monthly based on the average Collected Balance method to calculate interest. This method applies an interest rate to the average Collected Balance in your Account for the month and divides that figure by 365, then multiplies that figure by the number of calendar days in that month to arrive at the bonus interest.

Bonus interest is only paid if you meet the Bonus Interest Rate Requirements stated in the rate sheet.

For more information see the addendum titled "Bankohana Addendum to Bank of Hawaii Consumer Deposit Account Agreement"

### c. Payment of Interest

Interest will be credited to your interest bearing checking and savings Accounts at the end of your monthly or quarterly cycle or when your Account is closed. If you or we close your Account, you will be paid regular interest accrued, but not the bonus interest accrued, up to the date of closing.

#### **4. Verification of Transactions and Our Right to Reverse or Adjust 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, even if the reversal will result in an overdraft of your Account (including any applicable fees).

Credit adjustments to your Account will be processed for any dollar amount. For debit adjustments to your Account, however, we may elect not to debit your Account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is \$1 or less.

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.

#### **5. Posting Order**

We may choose to process your checks and other transactions in any order. We will generally group transactions into categories and then Post transactions, from the lowest dollar amount to the highest dollar amount within each category before moving to the next category. The following is the order we generally Post groups of transactions:

- Deposits and other credits to the Account;
- Withdrawals that are obligated to be paid, for example outgoing wire transfers, Debit Card Transactions we have approved, ATM withdrawals, online and other electronic transfers, Branch cash withdrawals, and returned checks;
- Checks and ACH debit transactions; and
- Bank fees

We reserve the right to use a different order in certain cases and to change our Posting Order at any time.

#### **6. Checks and Deposit Slips**

You can order checks and deposit slips through us or through someone other than us. You are responsible for verifying the accuracy of all information shown on your checks and deposit slips.

If you arrange for the printing of your own checks or deposit slips, you must follow our printing specification requirements which are available at any Bank of Hawaii branch. We are not responsible for losses or delays that result from improper printing through someone other than us.

We may refuse to accept for deposit or to pay checks that we cannot process or image using our normal equipment.

### **F. STATEMENTS, NOTICES AND CHECK SAFEKEEPING**

#### **1. Account Statements**

We will provide you an Account statement (your "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 an Account Statement at least quarterly unless we consider your Account inactive.

#### **2. Your Obligation to Review Your Statement**

If we provide you with a statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure since our ability to return improper transactions is governed by various laws, rules and regulations. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.

Notify us immediately if you do not receive your statement by the date you normally would expect to receive it. Statements are mailed to the last address listed with us for your Account unless you have requested online statements. If you ask us to hold statements and notices for you, we may mail them to you or, to the extent allowed by law, destroy them if they are not picked up by the next statement date.

Statements and notices sent or made available to any one owner is deemed to be received by all Account owners. If we hold them at your request or if you fail to provide us with a current address, they will be deemed delivered to you when they are prepared, or otherwise made available for you.

We may stop sending statements and notices to your last known address if the Postal Service alerts us that mail to that address is undeliverable. If your paper statement is returned to us, a Returned Statement Fee will be assessed as disclosed in the Fee Schedule. At our discretion, and to the extent allowed by law, we may destroy mail that is returned to us or found to be undeliverable.

If you choose to receive statements electronically, we will send a notice to the email address reflected on your Account record, alerting you to the statement's availability.

#### **3. Changes in Name and/or Contact Information**

You agree to notify us immediately of any change in your legal name or the address, telephone number or email address reflected on your Account record.

We require written notification and valid documentation for any change in your legal name, and may require a new signature card before any change in ownership or authorized persons becomes effective.

You may update your contact information by signing into your online account at boh.com, contacting us at the applicable telephone number or mailing address listed in the subsection titled "How to Contact Us" in the section titled "General Account Information" in this agreement, or by visiting a branch.



#### 4. Notice of Unauthorized Transactions

You are in the best position to discover and report any unauthorized debit to your Account.

You must inform us immediately in writing if you discover a Check forgery, alteration or other unauthorized transaction involving your Account. You agree to carefully and promptly review all statements and notices we send to you. Your statements will be deemed to provide sufficient information about your checks and other transactions.

**We will not be responsible if you do not discover and report any unauthorized transaction within sixty (60) calendar days from when your transaction first appears on your statement or when the item is made available to you.**

However, if you fail to notify us of an unauthorized transaction within thirty (30) calendar days of when the transaction first appears on your statement, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Different liability rules apply to certain Electronic Fund Transfers. For more information see the **Mobile/Online Agreements** and the agreement titled **"Bank of Hawaii Consumer Electronic Banking Services Agreement."** If you claim there has been an unauthorized transaction on your Account, other than an Electronic Fund Transfer, you agree to give us whatever reasonable information we require about your Account, the transaction and the circumstances regarding the claimed loss.

Except in the case of an unauthorized Electronic Fund Transfer, you agree to attempt to make a report to the police and to provide us with a copy of the report upon our request.

We will have a reasonable amount of time to investigate the circumstances regarding any claimed loss. We will have no obligation to provisionally credit your Account, unless required by law, such as with certain types of ACH Transactions.

#### 5. Check Safekeeping

Today, most banks send us Check images instead of your original Checks. As a result, we can provide you an imaged copy of your canceled Checks but not the original Check. Check Safekeeping means we keep Check images that are viewable via online and mobile banking, included in certain checking Account statements and available upon request. We retain these images for seven (7) years.

If we are unable to provide you a legible copy of your Check, our liability will not exceed the face amount of the Check and we will not be liable for any special or consequential damages.

You agree that we can make or have made the Check available to you for the purpose of identifying unauthorized signatures, alterations or other irregularities, even though we may not include original Checks or images with your statement.

#### 6. Notifications

You agree that a notice, statement, or other communication sent to any one (1) owner is deemed notice to all Account owners and is effective for all Account owners.

### G. DEPOSITS, CREDITS OR PAYMENTS INTO YOUR ACCOUNT

#### 1. Accepting Deposits

You must correctly identify the Account to which you want funds deposited. We may rely on the Account number on your deposit slip or other instruction to credit an Account, even if that number belongs to a name other than the one you provided. We are not required to detect any inconsistency between a name and the Account number. We may accept Items payable to you for deposit to your Account from any source without doubting the authority of the person making the deposit. We may give cash back to any Account owner, authorized person or designated agent on any Check payable to you, whether or not it is endorsed by you. If you make a deposit or payment that does not include directions how it is to be credited, you allow us to credit any loan or Account that you have with us. In most cases, you may withdraw funds after your deposit unless we have given you other notice. See the section titled **"Funds Availability"** in this agreement for more details. We are not responsible for deposits or other transactions sent by mail until we have received delivery.

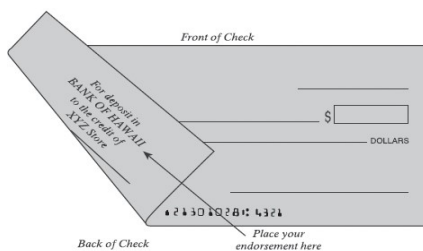
For information on deposits made via mobile banking see the **Mobile/Online Agreements**.

For information on deposits made via a BOH ATM, see the agreement titled **"Bank of Hawaii Consumer Electronic Banking Services Agreement."**

For information on deposits/credits made via Account to Account Transfer, see the **Mobile/Online Agreements**.

#### 2. Endorsing Your Check

An endorsement is a signature, stamp or other mark on the back of a Check that transfers the Check to another person. To ensure that checks you deposit are processed timely, your endorsement must be in the 1 1/2 inch area on the back of the Check that starts from the right hand side when viewed from the back of the check:



For checks deposited at our ATM or by mail, your endorsement should state "For Deposit Only," followed by the endorsement of all payees and your

Account number.

For instructions on how to endorse checks deposited through mobile banking, see the **Mobile/Online Agreements**.

If a Check deposited into your Account is missing your endorsement, we may endorse it for you or treat the Check as if it were properly endorsed.

We are not bound by any conditional or restrictive endorsements on a Check you deposit, or by any "without recourse" or similar endorsement. In addition, you agree to hold us harmless and to reimburse us for any losses or delays because an endorsement was not properly made or was illegible.

### **3. Our Right to Refuse Deposits**

We may refuse to accept a deposit or any part of a deposit at any time, even after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may accept a Check on a "collection basis," which means that we will not credit your Account with the funds until we receive payment from the payor's financial institution. If we accept a Check on a "collection basis," we will impose a fee in connection with sending and receiving that Item for collection, whether or not the Item is paid. The institution upon which the Item is drawn may also charge a fee in connection with the collection. See the Fee Schedule for fees that may apply to Clean Check Collections services.

### **4. Electronic Deposits to Your Account**

When we receive an electronic deposit to your Account, the credit is provisional pending final settlement. If the sending bank tells us that the electronic deposit was a mistake or was intended for another depositor, we may rely on that notice and deduct the funds from your Account. We provide notice of incoming electronic deposits on your regular periodic statement.

### **5. Deposits of Foreign Checks**

We generally take foreign checks for deposit only on a "collection basis." If we accept an Item on a "collection basis," we will not credit your Account with the funds until we receive payment from the payor's financial institution. See the Fee Schedule for fees that may apply.

We will use a foreign currency buying or selling rate that may be different than the rate we use for other types of transactions. You assume the risk of foreign currency rate changes and late returns since foreign banks are not subject to U.S. banking regulations and may not return unpaid checks timely.

### **6. Depositing Remotely Created Checks**

A remotely created Check is a Check created by or at the direction of the payee that is not signed by the Account owner. It states that the Account owner authorized the Check. If you deposit a remotely created check, you guarantee it was properly authorized by the Account owner. If we suffer a loss, cost or expense, we have the right to recover the amount from any Account you keep with us.

### **7. Our Responsibility for Collecting Checks**

When you cash or deposit a check, or send one for collection, we act only on your behalf. Our only duty is to exercise reasonable care. If a Check is lost in the process of collection, you agree to help us locate or replace it.

When you cash or deposit a check, or send one for collection, you warrant to us that the Check you cash or deposit is not forged, counterfeit, altered, improperly endorsed, or in any other way improper.

If we are told that an Item you cashed or deposited is being returned unpaid, we may try to reprocess the Item, or place a Hold on your Account, regardless of whether the return is proper or timely. We will notify you of the returned Item.

If we are told that any part of a Check in your deposit was forged, altered or incomplete, we may charge the Item back against your Account. Alternatively, we reserve the right to hold the funds in question without prior notification while the issue is researched.

## **H. FUNDS AVAILABILITY**

### **1. Your Ability to Withdraw Funds**

Our general policy is to make funds from your cash and/or Check deposits, incoming wire transfers and ACH deposits available to you for withdrawal on the Business Day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks or other Items presented for payment and any applicable fees that you have incurred.

If you make a deposit at one of our branches or at our ATMs before the cutoff time on a Business Day that we are open, we will consider that day to be the day of your deposit. For branches, our established cutoff time is when the branch closes for business and may vary by location. Cutoff times are posted at our branches and on our ATMs. If you make a deposit after the cutoff time or on a day that we are not open, we will consider the next Business Day we are open to be the day the deposit was made.

Please note that even though we have made funds from deposited items available to you, these items may still be in the process of collection, and may still be returned unpaid, causing the credit for the deposit to be reversed.

### **2. Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by Check available to you on the Business Day of your deposit. Depending on the type of Check you deposit, funds may not be available for withdrawal until the third Business Day after the day of your deposit. The first **\$225** of your deposit may be available no later than the first Business Day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the Business Day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first Business Day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by Check may be delayed for a longer period under the following circumstances:

- a. We believe a Check you deposit will not be paid;

- b. You deposit checks totaling more than **\$5,525** on any one (1) Business Day;
- c. You redeposit a Check that has been returned unpaid;
- d. You have overdrawn your Account repeatedly in the last six (6) months; or
- e. There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eighth Business Day after the day of your deposit.

### 3. Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first thirty (30) calendar days your Account is open.

Funds from deposits of the first **\$5,525** of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available no later than the first (1<sup>st</sup>) Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess of total deposited checks over **\$5,525** will be available on the eighth (8<sup>th</sup>) Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first **\$5,525** will not be available until the second (2<sup>nd</sup>) Business Day after the day of your deposit. Funds from all other Check deposits will be available on the eighth (8<sup>th</sup>) Business Day after the day of your deposit.

### 4. Special Rules for Palau Branches and Accounts

If you make a deposit at a Palau branch, or if you make a deposit to your Palau Account at a non-Palau branch, we may delay your ability to withdraw funds. This includes a deposit to your State of Hawaii, Guam or Saipan account made at a Palau branch. Your funds will generally be available no later than the twelfth (12th) business day after the day of deposit.

### 5. ATM Deposits

#### a. Cash Deposits

If you deposit cash at our ATM **before** the cutoff time on any Business Day, you will receive access to your full cash deposit immediately. Deposits made on Business Days before the cutoff time will be Posted on that Business Day.

If you deposit cash at our ATM **after** the cutoff time, you will receive access to your full cash deposit for limited electronic transaction types, including ATM and/or Debit Card Transactions. Deposits made on Business Days after the cutoff time or on non-Business Days will be Posted on the next Business Day.

#### b. Check Deposits

If you deposit checks at our ATM **before** the cutoff time on any Business Day, up to **\$225** of the deposited amount may be withdrawn immediately and you will receive access to your full Check deposit after Posting that Business Day.

If you deposit checks at our ATM **after** the cutoff time on any Business Day or on a non-Business Day, up to **\$225** of the total Check deposits made on any calendar day may be accessed for limited electronic transaction types, including ATM and/or Debit Card Transactions. You will receive access to your full Check deposits after Posting on the next Business Day.

It is our general policy that Check deposits made at our ATMs will be available as described above, however, all Check deposits are subject to the limitations described in the above subsection titled **"Longer Delays May Apply."**

#### c. ATM Deposits Conducted in a Different Time Zone

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

For more information on ATMs see the section titled **"ATMs"** in the agreement titled **"Bank of Hawaii Consumer Electronic Banking Services Agreement."**

## I. CHECKS, WITHDRAWALS, TRANSFERS OR PAYMENTS OUT OF YOUR ACCOUNT

### 1. Withdrawals from Your Account; Notice About Electronic Check Conversion

If your Account has a Check writing feature, you may withdraw funds by writing checks on your Account. There is no limit on the number of checks you can write.

When you provide a Check as payment, you authorize us, at our discretion, to either use information from your Check to make a one-time Electronic Fund Transfer from your Account or to process the payment as a Check transaction.

If your Account is a savings Account, time deposit Account or EASE by Bank of Hawaii Account, you may not write checks on your Account and you authorize us to reject and return such checks.

### 2. Conditional, Stale and Future/Post-Dated Checks

You agree not to limit the time or method of payment with a restriction or condition on a check, such as "Void after 180 days" or "Valid only for \$1,000 or less." We have no duty to identify or comply with such conditions.

We may pay or reject a stale-dated Check (dated more than six (6) months before it is presented). If we pay it, you will be responsible for the check. We may pay or reject any future-dated/post-dated Check when it is presented for payment.

### 3. Facsimile Signatures

We may pay checks bearing any form of facsimile or computer-generated signatures. If you use a facsimile or computer-generated signature, you will be solely responsible for any Check bearing a similar signature, regardless of the circumstances or whether the signature was the same one

you previously used.

#### **4. Check and Signature Verification**

It is your duty to review your Account activity and to let us know promptly of unauthorized entries or multiple Postings of the same Item. Check processing is highly automated and we may not look at each Check that is presented to us for payment from your Account. Although we may review checks visually from time to time, you agree that reasonable commercial standards do not require us to do so. We have no duty to prevent a Check from being presented more than once, unless a valid stop payment order has been placed on the check.

If the numeric amount on a Check does not match the amount written out in words, we pay on the amount written out in words.

#### **5. Stop Payment Orders**

Any owner or authorized persons on your Account may request us to stop payment on a check. In order to identify your check, we typically need the Account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee. If we are not able to identify the item in question with reasonable certainty based on the information you provide, we will not be liable for paying a Check or transaction. We must receive stop payment orders in a manner that affords us reasonable time to act upon them.

There is a per-check charge for each stop payment order, as shown in the Fee Schedule. Each stop payment order confirmed in writing is valid for six (6) months. After that time, if the Check is presented, it may be charged to your Account unless you renew the stop payment order for an additional fee.

We may elect to accept oral stop payment orders for every type of transaction, but are not required to do so. If we accept an oral stop payment order, we may require you to submit or confirm it in writing. Without a stop payment order in writing, our electronic records will be considered proof of the stop payment order details or of its revocation.

Moreover, under Hawaii law, an oral stop payment request lapses after fourteen (14) days unless confirmed in writing.

You cannot rely on a stop payment request delivered to us through our automated telephone or online banking to be effective in stopping the payment of a Check that was Posted to your Account on the preceding Business Day. You need to call us or visit a branch to confirm if a stop payment can be placed on such checks.

For more information on stop payments on preauthorized Electronic Fund Transfers see the subsection titled “**Stop Payments for Preauthorized Electronic Fund Transfers**” in the section titled “**ACH Payments, Credits and Transfers**” in the agreement titled “**Bank of Hawaii Consumer Electronic Banking Services Agreement.**”

You agree to repay, defend and hold us harmless from all actions, claims and damages arising from our obeying your order to stop payment on any Check or transaction.

#### **6. Our Right to Require Advance Notice of Withdrawals**

As required by federal law, we reserve the right to require at least seven (7) calendar days advance written notice of withdrawal from all savings and interest-bearing checking Accounts.

In addition, we may place reasonable restrictions on when and how you make large cash withdrawals. Typically, this would be due to the availability of cash at a particular branch. We do not have any obligation to provide security and we may require that you sign a document in which you acknowledge the risk of holding large amounts of cash. We may refuse the withdrawal request if you do not agree with these conditions.

#### **7. Cashing Checks for Others**

You should not use your Account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a Check will be paid, you are responsible for any loss that occurs if the Check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks, including cashier’s checks, will be paid.

#### **8. Paying Remotely Created Checks and Other Electronic Means**

If you provide your Account number to someone else to charge your Account without your signature by means of a remotely created check, an ACH Transaction or other electronic means, you allow us to pay such Items. In no case are we required to honor such Items.

### **J. SUBSTITUTE CHECKS AND YOUR RIGHTS**

#### **1. What is a Substitute Check?**

To make Check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute Check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute Check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

#### **2. What Are My Rights Regarding Substitute Checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute Check is Posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute Check was correctly Posted to your Account.

### 3. How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute Check that you received and that was Posted to your Account, please contact us at the applicable telephone number or mailing address listed in the subsection “**How to Contact Us**” in the section titled “**General Account Information**.” You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute Check in question or the Account statement showing that the substitute Check was Posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### Your Claim Must Include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute Check and/or the following information to help us identify the substitute check: your Account number, the Check number, and the name of the person to whom you wrote the check, and the amount of the check.

Even if you tell us orally, we require that you send us your claim in writing to us at our general mailing address, listed in the subsection titled “**How to Contact Us**” in the section titled “**General Account Information**” in this agreement, within ten (10) Business Days of your oral notification. If we do not receive your written claim within the required timeframe, we may not provisionally credit your Account.

We will notify you of the results of our investigation and of any refund or reversal of refund as required by law.

## K. OVERDRAFTS AND OVERDRAFT PROTECTION PLANS

### 1. Overdrafts

The following is important information regarding when a Non-Sufficient Funds Item Returned/Returned Item Fee or Non-Sufficient Funds Item Paid/Overdraft Item Fee (“NSF Fee”) will be charged. You should read this carefully. If you have questions, please visit a Bank of Hawaii branch or call us at one of the telephone numbers listed in the subsection titled “**How to Contact Us**” in the section titled “**General Account Information**” in this agreement.

If the Available Balance in your checking Account is not sufficient to cover the amount of an Item, we consider the Item to be a Non-Sufficient Funds Item. If you have enrolled in one of the optional overdraft protection plans listed in the subsection titled, “**Overdraft Protection Plans**” of this section and have enough available funds in the linked Account under the overdraft protection plan, we will transfer funds to cover the Item. Otherwise, we may, at our sole discretion, choose to pay the Item and overdraw your Account (a paid/overdraft Item), or to return the Check or reject the transaction without payment (a returned Item). In both cases, you will be assessed the NSF Fee, as described in the Fee Schedule.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. We may discontinue permitting overdrafts on your Account at any time without notice to you.

### 2. Overdrafts and Available Balance

Your Available Balance (and not Current Balance) is used to determine when your Account is overdrawn.

It is very important to understand you may still overdraw your Account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your Available Balance may not reflect all of your outstanding Checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been Posted to your Account. For example, an outstanding Check will not be reflected in your Available Balance until it is presented to us and Posted to your Account.

**To avoid overdrafts, it is very important for you to keep track of all transactions you have made in your Account.**

### 3. Standard Overdraft Practices

We have standard overdraft practices that come with your Account. If your Available Balance is not enough to cover an Item and an overdraft occurs, we may, at our discretion, authorize and pay an overdraft caused by Checks, ACH or other transactions made using your checking Account number and automatic bill payments.

If you decline our standard overdraft practices, we will generally only authorize and pay Items when there is enough money in your Available Balance. If your Available Balance is not enough to cover an Item, we generally return the Item.

You may decline or resume standard overdraft practices at any time. Please visit any branch for assistance.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. NSF Fees apply whether the Item(s) is paid or returned.

### 4. ATM and One-Time Debit Card Transactions

We generally do not authorize and pay overdrafts caused by ATM and one-time Debit Card Transactions without your affirmative consent to this coverage. Without your consent to authorize and pay overdrafts caused by ATM and one-time Debit Card Transaction(s), we may not authorize and pay such transactions, resulting in your transaction(s) being declined.

If we authorize and pay your ATM or one-time Debit Card Transaction(s), and you have not consented to this coverage, we will not charge you an NSF Fee. If you have consented to coverage for overdrafts caused by ATM and one-time Debit Card Transaction(s) and your Available Balance is not enough to pay the transaction we authorized, then we will pay it and charge you an NSF Fee.

You may change your ATM/Debit Card overdraft preferences at any time by contacting our Customer Service Center using the applicable telephone numbers listed in the subsection **"How to Contact Us"** in the section titled **"General Account Information,"** by visiting a branch, or logging in to online banking.

### 5. Overdraft and Returned Item Fees

An NSF Fee will be charged when an Item that exceeds your Available Balance is paid or returned. You may be charged more than one (1) NSF Fee if multiple Items cause your Account to be overdrawn or if multiple Items are returned.

You will not be charged more than three (3) NSF Fees in any one (1) Business Day. You will not be charged an NSF Fee on any Business Day that your end of day Available Balance is or would have been overdrawn by \$4.99 or less. In addition, no NSF Fee will be charged if the Item causing or increasing the overdrawn amount is \$2.49 or less.

### 6. Your Responsibility to Repay Overdrafts

Each Account owner is jointly and severally responsible for paying any overdrafts created by any Account owner, authorized person or agent, whether or not such owner participates in the transaction or benefits from its proceeds.

You agree that subsequent deposits and other credits to the Account may be used to repay an overdraft, regardless of the source of the deposit, including, without limitation, deposits of government, welfare, retirement or social security benefits. You also agree to pay all costs and expenses in collecting any overdraft, even after it is charged off.

We discourage the practice of overdrawing Accounts. If you anticipate the possibility of repeated overdrafts, please consider one of our overdraft protection plans, which is more dependable and may be less expensive. For more information see the subsection titled **"Overdraft Protection Plans"** in this section.

### 7. Overdraft Protection Plans

If you foresee the chance of overdrawing your Account and would like to avoid NSF Fees, you may wish to consider an overdraft protection plan. For more information on overdraft protection plans, eligibility and fees, please contact Bank of Hawaii at one of the telephone numbers listed in the subsection titled **"How to Contact Us"** in the section titled **"General Account Information"** in this Agreement.

- *Overdraft Protection from Savings* is a service that enables automatic transfers from your savings Account to your checking Account to cover a net negative balance in the checking Account at the end of the Business Day.
- *Bankoh CoverCheck* is an unsecured personal credit line that requires credit approval.

## L. TIME DEPOSIT ACCOUNTS (TDA)

This section excludes IRA TDAs; see section M for IRA TDAs.

### 1. Automatic Renewal

A time deposit Account, also referred to as a certificate of deposit, is a deposit Account with us for a specified period of time to maturity. Time deposits are set to automatically renew on the maturity date for the same term at the interest rate then in effect for Accounts of the same type, amount and term.

Any special rates will not apply to automatically renewing time deposit Accounts.

You have the option of closing your Account without an early withdrawal penalty during the grace period after maturity. For time deposit Accounts with terms of thirty-one (31) calendar days or less, the grace period is one (1) Business Day. For time deposit Accounts with terms of thirty-two (32) calendar days or more, the grace period is ten (10) calendar days.

### 2. Interest

We use the daily balance method to calculate simple interest on the Ledger Balance of your time deposit Account. Interest is calculated on a three hundred and sixty-five (365) day basis and begins to accrue on the Business Day you deposit the funds.

For maturities of less than one (1) year, interest is not compounded and will be paid to you at maturity. For maturities of one (1) year or more, you may choose to have the interest added to the principal or paid to you at least annually. Interest will be reported to the IRS each calendar year.

### 3. Early Withdrawals

There is a penalty for withdrawing principal from a time deposit Account prior to its maturity date:

- For deposits with a term of seven (7) calendar days up to and including thirty-one (31) calendar days, a penalty will be assessed equal to the greatest of:
  - the interest accrued to date;
  - half of the interest that would have accrued at maturity; or
  - seven (7) calendar days of accrued interest.
- For deposits with a term of thirty-two (32) days up to and including one (1) year, a penalty will be assessed in an amount equal to two (2) months of interest.
- For deposits with a term of more than one (1) year, but less than four (4) years, a penalty will be assessed in an amount equal to eight (8) months of interest.
- For deposits with a term of four (4) years or more, a penalty will be assessed in an amount equal to eleven (11) months of interest.

If the penalty exceeds the amount of accrued interest at the time of withdrawal, we may deduct the difference from the principal. We will not impose

a penalty if a withdrawal is made following the death or court-declared incompetence of any owner.

## **M. INDIVIDUAL RETIREMENT ACCOUNTS (IRA)**

### **1. Interest**

#### **a. Interest Rate**

When you open an IRA, we will provide you with a rate sheet that shows the current interest rate and corresponding Annual Percentage Yield (APY). The rate sheet is considered a part of this agreement. The APY and interest rate can change without prior notice or limit.

The current rate sheet may be found at boh.com or contact us for a copy.

#### **b. Interest Calculations and Payments**

##### **(1) For IRA Savings:**

We use the daily balance method to calculate the interest on the Ledger Balance of your interest-bearing savings Account on a three hundred and sixty-five (365) calendar day basis and begins to accrue on the Business Day you deposit the funds. The APY assumes daily compounding without withdrawing the interest.

Interest is credited to your interest-bearing savings Account at the end of your monthly cycle or when your Account is closed. If you or we close your Account, you will be paid accrued interest to the date of closing.

##### **(2) For IRA TDAs:**

We use the daily balance method to calculate the interest on the Ledger Balance of your time deposit Account. Interest is calculated on a three hundred (365) calendar day basis and begins to accrue on the Business Day you deposit the funds.

Interest for IRA TDAs are calculated differently depending on your term:

- six (6) months – interest is not compounded and is credited at maturity
- eighteen (18) months – interest is compounded quarterly and credited at the end of the calendar quarter and at maturity
- all other terms – interest is compounded daily and credited on June 30 and December 31.

### **2. Automatic Renewal for IRA TDAs**

Time deposits are set to automatically renew on the maturity date for the same term at the standard rate then in effect for Accounts of the same type, amount and term. Any special rates will not apply to automatically renewing time deposit Accounts.

You have the option of closing your Account without an early withdrawal penalty during the grace period after maturity. For time deposits with terms of thirty-one (31) calendar days or less, the grace period is one (1) Business Day. For time deposits with terms of thirty-two (32) calendar days or more, the grace period is ten (10) calendar days.

### **3. Early Withdrawals for IRA TDAs**

There is a penalty for withdrawing principal from a time deposit prior to its maturity date:

- a. For IRA deposits with a term of six (6) months, a penalty will be assessed in an amount equal to three (3) months of interest.
- b. For IRA deposits with a term of more than six (6) months, a penalty will be assessed in an amount equal to six (6) months of interest.

If the penalty exceeds the amount of accrued interest at the time of withdrawal, we may deduct the difference from the principal. We will not impose a penalty if a withdrawal is made following the death or court-declared incompetence of any owner.

### **4. Federal Tax Penalty - Withdrawals from Retirement Accounts**

If your Account is a retirement Account under your retirement plan, any early withdrawal you make from your Account may also be subject to the Federal Tax penalties described in your retirement plan. Consult a professional tax advisor for IRA related advice.

### **5. Required Minimum Distribution (RMD)**

The IRS requires retirement plan customers, who meet the RMD age to take a minimum distribution (or withdrawal) every year to avoid an excess accumulation penalty. However, the first payment can be delayed until April 1 of the following year after you reach the RMD age. Except for your first RMD, your Bank of Hawaii IRA Plan is set up for automatic RMD to ensure you meet the IRS withdrawal requirement.

## **N. OTHER LEGAL PROVISIONS**

### **1. Our Relationship**

Our relationship with you is that of debtor and creditor; we do not have a fiduciary, quasi-fiduciary or other special relationship with you. We owe you a duty of ordinary care. Any policies, procedures, practices or processes in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

### **2. Disputes or 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.

### 3. Setoff and Security Interest

Setoff refers to our right to reduce or satisfy any debt or obligation you owe us in any Bank of Hawaii account, including any loan or overdraft amount, by taking all or part of any positive Available Balances you keep in another Account.

If you owe a debt to us, you grant us a security interest in your Account and the right to setoff funds in your Account to the fullest extent allowed by law regardless of the source of funds in your Account. This includes any federal or state benefit payments, such as Social Security benefits that are directly deposited into your Account. This right does not apply to IRA Plans, Keogh retirement Accounts, or to consumer credit card debt.

If you have a joint Account, we may setoff some or all of the funds in your joint account to satisfy the debts or obligations of any joint accountholder, whether that debt is owed by them individually or with others.

If any federal or state benefits or other credits are deposited into your Account and the payor requires us to return the funds, we may setoff against your Account to recover the funds.

### 4. 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.

### 5. Legal Process

If we receive any legal process relating to your Account, you agree to allow us to comply with it. A legal process is any document that appears to have the force of law that requires us to Hold or to pay out funds from your Account or to provide information about your Account, such as a garnishment, attachment, tax levy, execution, restraining order, subpoena, warrant or similar order. We may charge you a fee less any amounts we are reimbursed by the person issuing the subpoena before we deliver our response. We will not pay interest on funds set aside in response to a legal process.

You agree to be responsible for all actions, claims, liabilities, losses, costs, attorney fees and damages from our compliance with any legal process. We may charge you expenses we incur in complying with any order to your Account as allowed by law.

### 6. 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 to 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.

### 7. Limitation on Time to Sue

You and we agree to file any lawsuit or arbitration proceeding against the other regarding this agreement, your Account or Account-related service within one (1) year after the cause of action occurred.

### 8. Location of Legal Proceedings

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

### 9. 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, 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 (fifty) 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 fifteen (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, [dprhawaii.com](http://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: **DMC #118** 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.

## 10. 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).**

## 11. Transfers or Assignments of Agreement

You agree that you will not assign, transfer or grant a security interest in your Account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. If we agree that a security interest may be taken in your Account by a third party, the Account will remain subject to our prior right of setoff, unless we agree otherwise in writing.

## 12. 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.

As part of our obligation to assist law enforcement agencies in detecting and fighting illegal activities, the law requires us to gather and report information on certain types of cash transactions. If you do not provide us with the information we need to complete the report, we are required to refuse to handle the transaction.

## 13. Inactive and Abandoned Accounts

Each jurisdiction in which we do business has laws that govern when Accounts are deemed inactive or abandoned, and when we need to send or escheat funds to the state or local government. The address on your Account determines the escheatment rules that will be applied. You can ensure your Account remains active by making a deposit or withdrawal as outlined in this agreement, or by sending a signed letter of instruction to **Bank of Hawaii, Deposit Maintenance Center #118, P.O. Box 2900, Honolulu, HI 96846**.

If you have not initiated a transaction or a maintenance update on your checking Account for twelve (12) months or your savings Account for twenty-four (24) months we will classify your Account as inactive. We will notify you by mail to the address on our records when your Account becomes inactive. Beginning the following month, we will charge the monthly non-refundable Inactive Fee shown on the Fee Schedule. The law considers your Account to be abandoned if your Account remains inactive, generally for five (5) years. After that time, we will charge your Account an Abandoned Account Fee where permitted by applicable law and escheat the remaining funds to government authorities. We will mail you a letter to notify you before we transfer your funds to the state or local government as abandoned property.

For security reasons, we may refuse to allow transactions on inactive Accounts if we are unable to contact you on a timely basis to confirm your authorization for the transaction.

**For Accounts domiciled in Saipan:** Checking Accounts that have no deposit, Check or withdrawal transaction activity for a period of six (6)

months, and savings Accounts (including Money Market Savings) that have no deposit or withdrawal transaction activity for twenty-four (24) months are presumed abandoned and are subject to escheat to the Commonwealth Treasurer. If your Account becomes inactive, we will notify you by mail to the address on our records and we will charge your checking and/or savings Account the monthly non-refundable Inactive Fee shown on the Fee Schedule. To reactivate your Account, you must conduct a monetary transaction, such as a deposit or withdrawal. If your Account remains inactive, on September 15th, we will charge the Abandoned Account Fee shown on the Fee Schedule and your Account will be subject to escheat on the first Business Day in October.

**14. Severability**

If any of the provisions of this agreement are determined to be void or invalid, the remainder of the agreement shall remain in full force and effect.



MEMBER FDIC