

Bank of Hawaii Mobile Wallet Agreement

This Terms of Service Agreement (“Agreement”) is a legal agreement between you (“you,” “user” and “your”) and Bank of Hawaii (“BOH”) and governs the addition of your eligible consumer BOH Debit Card (“Eligible Card(s)”) to your mobile device or tablet for use with Android Pay, Apple Pay and Samsung Pay (the “Service”) on selected devices that offer and support use of the Service (“Device(s)”) to make purchases at merchants and in apps accepting the Service. When your Eligible Card is added to the Service, you are accepting the terms of this Agreement to make payments through the Service. Please note that the Service may not be available at all places where your Eligible Card is otherwise accepted. When you add an Eligible Card to the Service, you are also subject to the terms and conditions imposed by the owners of the Service (Apple, Google, Samsung).

Terms of Service Agreement for Addition of a Bank of Hawaii Debit Card to your mobile device or tablet for use with the Service

- 1. Eligible Cards:** BOH, in its sole discretion, will determine which BOH issued debit cards are Eligible Cards. A list of Eligible Cards can be found under each’s respective mobile wallet page at www.boh.com/mobilewallet. You will not be permitted to add any BOH issued debit card that is not an Eligible Card. May not be available to all customers or in all areas served by Bank of Hawaii.
- 2. Cardholder Agreements:** Nothing in this Agreement is intended to supersede, replace, or otherwise modify any cardholder agreement or deposit account agreement you may have with Bank of Hawaii that applies to your Eligible Card(s) and is in addition to those applicable terms and conditions. However, in the case of conflict of any term or terms between this Agreement and any electronic financial services agreement or deposit account agreement, the term(s) of this Agreement shall control. As with your use of the Eligible Card, you must notify us immediately if your Device is lost or stolen or you believe that any of your Device security measures have been compromised in any way. See Section 8 for contact information. You agree that by authorizing another person to use your Device or to add your Eligible Card onto that person’s Device you are authorizing that person to use an Eligible Card through the Service.
- 3. Account Statements:** When you make a purchase using an Eligible Card through the Service, it will appear on your BOH account statement in the same manner as any other transaction you make using the Eligible Card. Please review your account statements frequently and thoroughly. If you believe there is an error or an unauthorized transaction, you must notify us immediately in the same manner set forth in the agreement governing your Eligible Card.
- 4. Responsibility for Taxes and Fees:** The reporting and payment of any applicable taxes and/or fees arising from the use of the Service or any Device supporting the Service is your responsibility. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Service, including without limitation, the reporting and payment of any taxes arising in connection with payment transactions made through the Service.
- 5. Software and Updates:** To utilize the Service, you may be required to download and/or install an App or other software on your Device. From time to time, you may be required to install software updates.
- 6. Access:** BOH may, at any time, in its sole discretion and without prior notice suspend or terminate the use of Eligible Cards through the Service. You may remove an Eligible Card from the Service at any time. You should remove your Eligible Cards from the Service if you transfer your Device or allow another person to use your Device. Please contact the Service provider for information on how to remove an Eligible Card from the Service. BOH may, without prior notice or liability, discontinue or change any aspect of an Eligible Card with the Service. This includes but is not limited to the adding, restricting, or removing access to specific features or data which may previously have been accessible.
- 7. Privacy and Security:** Personal information transmitted to us will be treated in accordance with the Bank of Hawaii Privacy Policy. By using the Service you are authorizing BOH to provide any and all information required to complete transactions you make through the Service.
- 8. Support:** For support related to BOH Eligible Cards used in the Service, please call our 24-hour Customer Service Center at 643-3888 or toll free at (888) 643-3888 for assistance.
- 9. General:** The Service is not provided by BOH and BOH cannot guarantee availability and functionality of Service, or any part thereof. BOH does not warrant or guarantee that the Service will operate without disruption, errors or interruptions, or that it will be accessible or available at all times. By using the Service you agree to hold BOH harmless from any liability whatsoever regarding the Service.
- 10. Third-party Fees:** You are responsible for any fees charged by your telecommunications provider, the Service, the Device, or any merchant, or any other third party in connection with your use of the Service.

11. **Severability:** If any provision of the Agreement is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Agreement shall continue to remain in full force and effect.

12. **Non-Endorsement:** BOH does not represent or endorse, and shall not be responsible for any product or services obtained through the use of the Service; the reliability or performance of any Seller, merchant or Third Party Provider; the safety, quality or reliability of any product that may be utilized as a part of the Service, or any content displayed using the Service.

13. **Notifications:** To the extent allowed by law, you agree that we may notify you by e-mail or text message at the e-mail address or mobile number we have on file for you or by U.S. mail. You agree to update us with your latest mailing address, e-mail address and mobile phone number. You agree to be responsible for all fees associated with these notifications.

14. **Changes to This Agreement:** BOH may modify, add, or delete items to this Agreement at any time upon notification to you. Your continued use of Eligible Card(s) with the Service will indicate your acknowledgment of, and intent to be bound by, any modifications, additions or deletions made subsequent to your initial acceptance of this Agreement. We may terminate this Agreement and remove any and all BOH Eligible Cards from the Service at any time upon notification to you.

15. **Applicable Law:** This Agreement shall be governed by the laws of the State of Hawaii.

16. **Warranty:** THE SERVICE IS PROVIDED BY A THIRD PARTY WITHOUT WARRANTY OF ANY KIND BY BOH. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NONINFRINGEMENT. BOH EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF THE SERVICE, THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE SERVICE.