

**BANK OF HAWAII MOBILE AND ONLINE BANKING****Bill Pay Service Supplement and Terms of Use****PLEASE PRINT AND SAVE**

**Please read this Bank of Hawaii Mobile and Online Banking Bill Pay Service Supplement and Terms of Use ("Bill Pay Supplement") which supplements your Bank of Hawaii Mobile and Online Banking Terms of Use ("Agreement") for use of the Bill Pay Service ("Bill Pay Service"). This Bill Pay Supplement together with the Agreement serves as the disclosure and agreement and contains important information and disclosures required by applicable federal law about the Bill Pay Service.** If you have a printer, you should print a copy of this Bill Pay Supplement for your future reference. If you do not have a printer, you may obtain a copy by contacting us at the locations listed in SECTION A of the Agreement.

By selecting "Accept", during enrollment, you are agreeing to the terms of use in this Bill Pay Supplement. If you do not agree with these terms of use in this Bill Pay Supplement, please select "Cancel" and you will not have access to the Bill Pay Service.

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**SECTION A: AVAILABILITY**

The Bill Pay Service is available for consumer customers that own a Bank of Hawaii Deposit Account and who have enrolled for Bank of Hawaii Mobile and Online Banking ("Mobile and Online Banking Service" or "Service"). The Bill Pay Service is not available for business Accounts.

**SECTION B. THE BILL PAY SERVICE****1. DEFINITIONS.**

To make this Bill Pay Supplement easier to read, we gave the following words and phrases specific meanings. **Although they are bolded in this section, usage of these words are not bolded throughout this Bill Pay Supplement.**

**"Bill Pay Service"** is the Service that includes the ability to make, schedule and manage Bill Payments using Mobile or Online Banking.

**"Billers"** are the merchants and other third-parties who provide your account billing statements electronically, which statements you have requested to receive through the e-Bill portion of our Bill Pay Service.

**"Business Payees"** are any business, merchant, or professional that generates a bill or invoice for products or services, and that has an address we can verify.

**"Individual Payees"** are individuals, family, or friends you pay for non-business purposes, and that have an address we can verify.

**"Payment Account"** is any of your checking Accounts which you select to use to make a payment with the Bill Pay Service.

**“Primary Payment Account”** is the Payment Account that you first designate when you enroll or submit an Application for the Bill Pay Service, or that you later designate as the default Payment Account.

**“Send On”** is the date you select when you scheduled your payments and the date when the payment will be deducted from your Payment Account if it is scheduled before the cut-off time. If you are using the “New Bill Pay view”, this term is called the “Payment Date”.

**“Single Use Virtual Bank Card”** is a payment method that has been authorized by your payee to receive your payment and uses a tokenized single use bank card to remit the payment.

Any other capitalized terms not defined herein have the same meaning as defined in the Agreement.

## **2. FEATURES PROVIDED.**

Once you have enrolled, you may use this Bill Pay Service to make payments from your Payment Account to Individual Payees and Business Payees (collectively “Payee” or “Payees”) through this Bill Pay Service. You may review the last payment made through the Bill Pay Service for each Payee, and the next scheduled payment for any Payee.

## **3. YOUR PAYEE LIST.**

You must provide enough of the information we request about each Payee to properly direct a payment to that Payee and permit the Payee to identify the correct account (“Payee Account”) to credit with your payment. This information may include, among other things, the name, address and telephone number of the Payee, and your Payee Account number. If you do not provide us with enough information, your payments may not be made, or the Payee may credit payments to an incorrect Payee Account. You may create and make changes to your Payees by entering your Payee information into the Bill Pay Service. (Your Payee names and Payee Account can be retrieved, deleted or changed at your convenience). In most cases, all changes to your Payee information are updated immediately.

## **4. OBTAINING AND SHARING PAYEE ACCOUNT INFORMATION.**

By using the Bill Pay Service, you agree that we may obtain information about your Payee Accounts and disclose that information to third parties in order to facilitate proper handling and crediting of your payments.

## **5. PAYMENT ACCOUNT.**

If your Primary Payment Account is closed or suspended for any reason, we reserve the right to discontinue or suspend the Bill Pay Service and stop any pending transactions, or we may designate a Deposit Account that is a checking account as your Primary Payment Account. You understand and agree that we do not have to make a payment regardless of the balances in your other Deposit Accounts if you schedule a payment and there are insufficient available funds in your Payment Account, and you do not have sufficient CoverCheck or business overdraft credit available.

## **6. LIMITS ON BILL PAY PAYMENTS.**

Payments may be made only to Payees with a payment address in the United States, and its territories, and only in U.S. dollars. You may use the Bill Pay Service to make a payment of alimony, child-support, taxes, or other governmental fees or court-directed payments. However, those payments will not be covered by the Payment Guarantee described in the Sub Paragraph titled “PAYMENT GUARANTEE” below. You may not use the Bill Pay Service to settle securities purchases. You agree that we do not have any duty to monitor payments made through the Bill Pay Service, and that all payments are subject to the limitations provided in the Agreement and this Bill Pay Supplement.

## **7. HOW PAYMENTS ARE MADE.**

By using the Bill Pay Service, you authorize us to make payments from your Payment Account by either

electronic transfers (including but not limited to Single Use Virtual Bank Card), checks written on an account we or our agent(s) maintain for that purpose, or on paper drafts drawn on your Account even though those drafts are not signed by you, or any other method we select at our discretion. We may combine payments from several customers to one Payee. The method of payment shall be at our discretion and may change from time to time. You are not responsible for any fees associated with the method used for making these payments.

## **8. TIMING OF YOUR PAYMENTS.**

- (i) Payments are deducted from your Payment Account on the payment Send On date and are sent to your Payees on the next Business Day. Although the payment is processed and sent to your Payee on the next Business Day, we cannot guarantee when the payment will be received by the Payee or credited to your account with the Payee, if applicable.
- (ii) Payments must be scheduled by 8:00 p.m. Central Time on a Business Day for the payment Send On date to be that Business Day. Payments scheduled after 8:00 p.m. Central Time or on a non-Business Day will have a payment Send On date of the next Business Day, at the earliest.
- (iii) You must have sufficient available funds in your Payment Account or a sufficient available credit limit under your CoverCheck or business overdraft account on the payment Send On date to cover each payment, or it could be rejected.
- (iv) For Payees in the continental United States, Alaska or Hawaii, the payment Send On date must be at least five (5) Business Days prior to the payment due date, excluding any applicable grace periods allowed by the Payee. We will not be responsible for any late payment or loss you may incur if your payment Send On date is not at least five (5) Business Days prior to the payment due date. For Payees outside of the continental United States, Alaska and Hawaii, the payment Send On date must be at least ten (10) business days prior to the payment due date, excluding any applicable grace periods allowed by the Payee. Payments to a Payee with an address outside of the continental United States, Alaska and Hawaii are not covered by the Sub Paragraph titled "PAYMENT GUARANTEE" below.
- (v) If payment is made by a Single Use Virtual Bank Card and is not accepted by the expiration date or is declined by the Payee, a check will be issued to the Payee.

## **9. SINGLE PAYMENTS.**

Single Payments are one-time payments and may be made for fixed amounts. The payment Send On date for a Single Payment may not be more than one year from the day you schedule the Single Payment.

## **10. RECURRING PAYMENTS.**

- (i) Recurring payments may be scheduled to recur on a weekly, bi-weekly, monthly, quarterly, semi-annual or annual basis, for a fixed amount. You may also set up recurring payments for Payees that you activated to receive e-bills so that a payment is sent in accordance with payment rules that you specify. The payment Send On date for your first Recurring Payment must be within one (1) year from the date you schedule the Recurring Payment.
- (ii) If the payment Send On date is the 30<sup>th</sup> or 31<sup>st</sup> of a month that does not have that date, such as February, the payment Send On date will be the last Business Day of that month. If the payment Send On date falls on a non-Business Day or Federal holiday, the payment Send On date will be the next Business Day. Thus, your actual payment Send On date in any month may not be the same. Please note that if in these circumstances the payment Send On date changes and does not fall at least five (5) Business Days before the payment due date, the Payment Guarantee described in the Sub Paragraph titled "PAYMENT GUARANTEE" below does not apply.
- (iii) If you are making Recurring Payments on an installment loan, such as an automobile loan, you must cancel your payment authorization if the loan is paid in full in advance of the ending date you originally specified. If you fail to do so, payments will continue to be made from your Payment Account. You and the Payee will be responsible for returning to you any overpayments made through the Bill Pay Service; we bear no responsibility for refunds of such overpayments in the event that you fail to cancel your payment authorization timely.

## **11. SCHEDULING PAYMENTS AND LIMITS.**

The standard limits for Bill Pay allow you to electronically schedule a single or recurring payment in any amount not exceeding \$20,000. In addition, the total of all payments made on any one day through the

Bill Pay Service cannot exceed \$20,000. Any bill payments that exceed these amounts will be rejected and will not be processed. This includes any previously scheduled manual and automatic payments. Please review your scheduled payments and adjust accordingly. To view your recurring/scheduled bill payments in Bank of Hawaii Mobile and Online Banking, navigate to "Pay Bills – Upcoming Payments" to see payments within the next 15 days or to "Activity – Scheduled" to see payments within the next 30 days. You must first set up your payment by: (i) selecting an existing Payee or entering the required new Payee Information in accordance with the on-screen instructions; (ii) entering the amount of your payment; (iii) entering the payment Send On date and (iv) for Recurring Payments, entering how frequently you would like such payments to be initiated.

If you have an established Private Banking relationship with Bank of Hawaii, you may schedule a single or recurring payment in any amount not exceeding \$50,000. In addition, the total of all payments made on any one day through the Bill Pay Service cannot exceed \$100,000. Should your Private Banking relationship with Bank of Hawaii terminate, the per payment and daily limits will be restored to the standard limits in effect at that time for Bill Pay.

We reserve the right to reject and refuse to pay any Payee at our sole discretion. If we do so, we will use reasonable efforts to notify you of our decision. However, we will not be obligated to provide you with a notice if you attempt to schedule a payment which is prohibited under this Bill Pay Supplement.

## **12. CHANGING OR CANCELING PAYMENTS.**

- (i) If you need to change the payment amount and/or the payment Send On date of any scheduled payment or to cancel a payment, you must do so by using the Bill Pay Service. Payments, including Recurring Payments, may be canceled, changed or rescheduled in this manner any time prior to 8:00 p.m. Central Time on the payment Send On date. You cannot use the Bill Pay Service to change, cancel or stop a payment at any time after 8:00 p.m. Central Time on the payment Send On date.
- (ii) When you cancel a Recurring Payment, you must indicate whether you are canceling one of the scheduled Recurring Payments or all the scheduled Recurring Payments to that Payee.

## **13. CHECK PAYMENTS.**

If we make your payment to a Payee by mailing a check drawn on an account we or our agent maintain for this purpose, and the check has not been presented for payment within our payment cut-off period, we will investigate the status of the check. If the Payee cannot be reached, or the payment is to an Individual Payee and the check has not been presented for payment within ninety (90) days after the Payment Due Date, we may elect to place a stop payment order on the check, or otherwise cancel the check, and credit your Payment Account.

## **14. PAYMENT GUARANTEE.**

In addition to our liability as discussed in the Agreement, and subject to limitations and conditions described below and in SECTION D, we will reimburse you for any late payment fees or penalties you are charged, up to a maximum of \$50 per scheduled payment, as a result of the failure of a Business Payee to receive a payment made through the Bill Pay Service by the Payment Due Date if you meet each of the following conditions:

- (i) You must properly schedule the payment for a payment Send On date at least five (5) Business Days prior to the Payment Due Date for payments made to a Payee with an address in the Continental United States, Hawaii, or Alaska (Note that Payments to a Payee with an address outside of the continental United States, Alaska and Hawaii are not covered by the payment guarantee) excluding any applicable grace periods allowed by the Payee;
- (ii) The payment must be to a Payee who has an address in the Continental United States, Hawaii or Alaska;
- (iii) You must provide us with the correct Payee name, address, Payee Account information, the correct payment amount and the payment Send On date;
- (iv) On the payment Send On date your Payment Account must contain sufficient available funds, including, if applicable, any available credit on your CoverCheck or business overdraft account, to complete the payment;
- (v) You must complete the scheduling of your payments;

- (vi) The late payment fee or penalty may not be for late payments made before you started using the Bill Pay Service to make your payments to the Payee Account;
- (vii) The Payee must be a Business Payee;
- (viii) The payment may not be for alimony, child-support, taxes, or other governmental fees or court-directed payments;
- (ix) The Payee Account cannot be overdue or otherwise subject to late payment fees or penalties on the Payment Send On date;
- (x) The late payment fee or penalty, or the method of its calculation, must be in writing and effective prior to the Payment Send On date;
- (xi) Your Computer must have been functioning properly; and
- (xii) You must submit to us written verifiable evidence that you have incurred a late fee or penalty, such as a copy of an account statement or letter stating that a late fee or penalty has been charged.

## **SECTION C: THE E-BILL SERVICE.**

### **1. FEATURES.**

If you have Bill Pay Service, you may use the e-Bill Service to instruct your participating Billers to send your billing statements, such as your utility and department store account bills (collectively, “e-bills”), to you through Bill Pay Service and Bank of Hawaii Mobile and Online Banking. Once your Billers are added to e-Bill Service, billing statements from your Billers will appear on Bank of Hawaii Mobile and Online Banking shortly after they are issued by your Billers, and you will be able to make payments to your Billers through Bill Pay Service, which will be subject to the terms and conditions provided in Section B above. When you activate e-Bill Service for your Billers, we either will notify the Biller of your request to receive e-bills or use your username and password to obtain your e-bill pursuant to your authorization in the Sub Paragraph titled “YOUR AUTHORIZATIONS” below. The presentment of your first e-bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of your account with each Biller. Additionally, your continuing receipt of a paper copy of your billing statement(s) is at the sole discretion of the Biller. While e-Bill Service is being activated for your e-bill, it is your responsibility to keep your accounts with your Billers current. Each of your Billers may reserve the right to accept or deny your request to receive e-bills.

### **2. YOUR AUTHORIZATIONS.**

Your activation or/use of e-Bill Service for the electronic presentment of e-bills from your Billers through Bill Pay Service will be deemed by us to be your authorization for us to obtain e-bill data from the Biller on your behalf. For some Billers, we will access your billing data from the Biller pursuant to our agreement with the Biller. For other Billers, you will be asked to provide us with confidential sign-on information, such as your username, password and other personal data that is necessary to set up an e-bill. By providing us with your sign-on information, you authorize us to use your sign-on information to access your Billers’ websites to obtain your billing information from your Billers, and you appoint us as your agent for the limited purpose of setting up e-Bill Service for this Biller. You further authorize us to make your e-bill payments by electronic, paper, or other means that we deem appropriate.

### **3. UPDATING YOUR INFORMATION.**

e-Bill Service is unable to update or change your personal information such as, but not limited to your name, address, telephone number, e-mail address, password and username that you provide to your Billers. If you update or change any of your information, you will need to make those changes by contacting your Billers directly. You also agree not to use someone else’s information to gain unauthorized access to another person’s accounts with the Billers. e-Bill Service may, at the request of the Biller, provide to the Biller your e-mail address, address, or other data specifically requested by the Biller at the time of activating the electronic file for that Biller, for purposes of the Biller informing you about e-bill and/or billing information.

### **4. NOTIFICATIONS.**

You may set up e-mail and/or text message alerts so that you receive an alert when your e-bill arrives and an alert when payment is due. Notifications and reminders are solely for your convenience; it is your responsibility to maintain an accurate e-mail address and/or phone number and to logon to Bank

of Hawaii Mobile and Online Banking to check for the delivery or status of your e-bills. We will use our best efforts to present all your e-bills promptly.

**5. CANCELLATION OF E-BILL SERVICE.**

Your Biller may reserve the right to cancel the presentment of e-bills at any time. If any of your Billers do so, you will receive your bills in a paper form by mail, and you will not receive and will not be able to pay those bills through e-Bill Service. You may cancel the e-bills from your Billers at any time. The timeframe for cancellation of your e-bills may vary from Biller to Biller, and it may take up to sixty (60) days, depending on the billing cycle of each Biller. e-Bill Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. e-Bill Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**6. NON-DELIVERY AND COPIES OF E-BILL(S); BILLING RECORDS.**

You agree to hold us and our officers, directors, employees and agents harmless if a Biller fails to deliver your e-bills to us. You are responsible for ensuring timely payment of all your e-bills. Although e-Bill Service will retain your e-bill information for up to eighteen (18) months, you should also save your e-bill information. You are responsible for updating any billing information that impacts the delivery of your e-bills, including but not limited to the username and password used to access your statements with your Biller.

**7. ACCURACY AND DISPUTE OF AN E-BILL.**

We are not responsible for the accuracy of your e-bills. We are only responsible for presenting to you the e-bill information we receive from your Billers. Any discrepancies or disputes regarding the accuracy of your e-bills must be addressed by you with your Billers directly.

**8. PRIVACY.**

When e-bills are set up with your Billers, you will provide certain information to us that will be forwarded to your Billers to complete the setup of the e-bills. If you have any questions concerning the future use of that information, you should contact your Billers directly.

**9. AGREEMENTS WITH BILLERS.**

You must be registered with each Biller for online access to your Billers' websites and/or to receive online bills from your Billers, and you must review the Billers' instructions and disclosures for receiving online bills. This Bill Pay Supplement does not alter your liability or obligations that exist between you and your Billers, such as your account agreements, the Billers' instructions for online bills, and the Billers' website terms and conditions. You acknowledge and agree that you are solely responsible for determining whether e-bill does or does not comply with the terms and conditions of your agreements with your Billers.

**SECTION D. LIMITATION OF LIABILITY**

We will not be liable to you for failure to complete a Bill Pay transaction if:

- (i) you fail to follow a Payee's or Biller's payment requirements;
- (ii) a Biller fails to deliver your e-bills to us;
- (iii) your e-bill is inaccurate or incomplete;
- (iv) you fail to provide Payees, Billers or us with your updated or changed personal information, including but not omitted to your name, address, telephone number, e-mail address, username and password;
- (v) your Billers do not provide us with an electronic bill or the information provided by your Biller is inaccurate or corrupted;
- (vi) the Payee information necessary to complete the payment stored on the host computer has been lost;
- (vii) a Payee mishandles or delays the handling of payment sent by us;

- (viii) you have not provided us with the correct transfer information, or you have not provided us with correct Payee name, address, Payee Account information or payment amount;
- (ix) you fail to schedule a proper date for payment sufficiently in advance of the date a payment is due;
- (x) you fail to sign on to the Bill Pay Service to check on the delivery or status of e-bills; or
- (xi) you fail, for any reason to receive a notification or reminder regarding the delivery or status of an e-bill.

#### **SECTION E. CANCELLING THE BILL PAY SERVICE.**

You may cancel the Bill Pay Service at any time by contacting us as provided in Section A of the Agreement and giving us three (3) Business Days advance notice. If you cancel the Bill Pay Service you will also be cancelling any scheduled payments that have not yet been made, including any recurring payments and all payees will be deleted. This will also cancel the e-Bill Service if you had enrolled in that.