



MEMBER FDIC

BANK OF HAWAII
ELECTRONIC DOCUMENTS SERVICE SUPPLEMENT AND TERMS OF USE
PLEASE PRINT AND SAVE

Please read the Bank of Hawaii Electronic Documents Service Supplement and Terms of Use (this "Agreement") which supplements the Bank of Hawaii Mobile and Online Banking Consumer Terms of Use ("Mobile and Online Banking Services Agreement") and the Bank of Hawaii Mobile and Online Banking e-Sign Agreement ("e-Sign Agreement"). This Agreement contains important information about the Electronic Documents Service and along with the Mobile and Online Banking Services Agreement and e-Sign Agreement governs your use of the Electronic Documents Service. If you have a printer, you should print a copy of this Agreement 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 below.

This Agreement governs and contains important disclosures required by applicable federal law about our Electronic Documents Service.

SECTION A: HOW TO CONTACT US

You may contact us at these addresses and phone numbers or visit one of our nearby Bank of Hawaii branches if you have questions about the Electronic Documents Terms of Use.

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

Or write us at: Bank of Hawaii, Mobile and Online Banking #361, P.O. Box 2900, Honolulu, HI 96846-6000

SECTION B: ELECTRONIC DOCUMENTS TERMS OF USE

This Agreement and the Terms of Use may be updated from time to time. Upon any change in the Terms of Use, we will notify you as required by law. When you agree to enable Electronic Documents Service, you also agree that we can notify you of these changes electronically. Your continued use of this service thereafter constitutes an acceptance of the changes and an agreement to be bound by said changes. If you do not agree to the changes, you agree to discontinue your use of the service and to cancel your enrollment.

1. Acceptance of Terms:

- a. When you toggle "Enable Paperless delivery" on, you are agreeing to the Terms of Use stated below.
- b. If you do not agree to all of the Terms of Use, do not check the consent box and instead, select "Cancel" to return to the delivery preferences page.

2. Services:

Bank of Hawaii provides an Electronic Documents Service (the "Service") that enables you to view and download your selected Deposit Account statements, loan statements, certain deposit notices, and tax forms as digital pdf's. If you enroll to receive any of these documents electronically, you will no longer receive paper versions of them in the mail. If you would like a paper copy please contact us at the numbers and addresses listed in SECTION A.

Current deposit notices available for the Service include: Overdraft, and inactive Account.

Current tax forms available for the Service include 1098 Mortgage Interest Statement for your Home Equity Line or

Loan, 1099-INT Interest Income, 1099-OID Original Issue Discount, and 1099-R Distributions from Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

If you elect to receive your loan statements electronically, any reference to paper statements, coupons, payment stubs, or any other reference that would only be applicable for paper statements, will not be applicable, and you will not receive pre-addressed envelopes. All other terms of your loan documents remain unchanged and in full force and effect. If you apply for or have already been awarded protections under bankruptcy laws in any state within the United States of America, the receipt of electronic loan statements will be for informational purposes only, and may not be construed as a demand for payment of any kind.

Currently only loan statements or certain tax forms noted above will be sent electronically, all other loan notices will be received by standard US mail in paper form.

Please note that additional electronic documents may be available in the future without prior notice to you. Mobile and Online Banking will retain up to 24 months of statements and/or notices for you to view via Mobile or Online Banking. Tax forms are retained up to 2 years. Electronic documents can be printed and/or saved to your PC.

You agree to provide Bank of Hawaii with a valid and current email address. We will consider your most recently provided email address as your current email address. If there is any change or irregularity in the mailing, email address or other particulars relevant to this agreement, you have the responsibility to immediately notify Bank of Hawaii of such change or irregularity.

a. Service Limitations

We strive to make your experience with our Service a productive one. However, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that the Services is provided "AS-IS", without warranties of any kind. We do not assume responsibility for timeliness, deletion, missed delivery, or failure to store any user data, communications or personalization settings.

b. Service Changes and Discontinuation

Bank of Hawaii reserves the right to change or discontinue, temporarily or permanently, the Service at any time without notice. You agree that Bank of Hawaii will not be liable to you or any third party for any modification or discontinuance of the Service.

c. Privacy

Bank of Hawaii respects your privacy. The information you provide enables us to provide the Service to you. It also enables us to give you updates about our Service.

Click to view the Bank of Hawaii [Privacy Policy](#) for Consumer customers.

d. Cancellation

You may cancel some or all of the electronic delivery preferences for your documents at any time via Mobile or Online Banking by going to "Delivery Preferences" in the "Accounts" menu under "Statements and Documents".

When you cancel the electronic delivery of your statements, existing statements in Mobile and Online Banking will no longer be available to view or download and paper statements will resume at the next statement cycle date. Please note that monthly service fee waivers may no longer be available. Please see your fee schedule for details.

When the electronic delivery of your notices or tax forms is cancelled, existing notices and tax forms in Mobile and Online Banking will no longer be available to view or download and you will start to receive paper notices and/or tax forms in the mail.

When you toggle "Enable paperless delivery" on, you will be able to view and download your electronic statements, notices and tax forms again.

e. Obey the Law

You agree not to use the Service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

f. Other Account Related Information

Your paper statements often include Bank of Hawaii account or service notices or regulatory information, otherwise

known as statement inserts. When you agree to accept electronic statements, you also agree to receive other notices by electronic delivery, which can be accessed by clicking on the Inserts link that is located above your bank statement to view important information about your Bank of Hawaii account.

g. Fees

There is currently no charge for the Service. We will notify you as required by law when a fee for the Service will take effect.

h. Your Duty (Responsibility) to Examine Your Statements and Your Notices

You agree to examine and view your statement(s) in a timely and prompt manner. If there is a delay or failure in the delivery of the statement(s) (Non-Receipt) or there is an error, irregularity, discrepancy, claims of unauthorized debit or item "Error" appearing in the statement(s), you shall notify Bank of Hawaii no later than 60 days after we sent you the FIRST statement on which the error or problem appeared by contacting us via the phone numbers or addresses mentioned in SECTION A of this Agreement. If you fail to do so, you may become responsible for the losses resulting from such failure.

3. Additional Terms of Use

a. Disclaimer of Warranties

You expressly understand and agree that: Your use of the Service is at your own risk. The Service is provided on an "as is" and "as available" basis. Bank of Hawaii expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Bank of Hawaii makes no warranty that:

- i. The Service will meet your requirements.
- ii. The Service will be uninterrupted, timely, secure, or error-free.
- iii. The results that may be obtained from the use of the Service will be accurate or reliable.
- iv. The quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations.
- v. Any errors in the technology will be corrected.

Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information whether oral or written, obtained by you from Bank of Hawaii or through or from the service will create any warranty. To the extent that any part of this section is not consistent with any other part of these Terms of Use, then this section will control.

b. Limitation of Liability

You agree that the Bank of Hawaii will not be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if Bank of Hawaii has been advised of the possibility of such damages, resulting from:

- i. The use or the inability to use the Service.
- ii. The cost of getting substitute goods and Services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service.
- iii. Unauthorized access to or alteration of your transmissions data.
- iv. Statements or conduct of anyone on the Service.
- v. Any other matter relating to the Service.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

c. Indemnification

You agree to protect and fully compensate the Bank of Hawaii and its affiliates, and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the Service, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

d. Other

This Agreement cannot be changed or any of Bank of Hawaii's rights waived unless Bank of Hawaii agrees in writing or you continue using the Service following receipt of notice of any changes proposed by Bank of Hawaii. This Agreement is personal to you and you may not assign it to anyone. All notices to you shall be in writing and shall be

made either via email or conventional mail at Bank of Hawaii's discretion. Bank of Hawaii may broadcast notices or messages through the Service to inform you of changes to the Terms of Use, the Service, or other matters of importance; such broadcasts shall constitute notice to you. All notices to Bank of Hawaii must be made in writing. If any provision of these Terms of Use is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws of the State of Hawaii apply to this agreement. These Terms of Use are the entire understanding between you and Bank of Hawaii on the Service.