

## **e-Bankoh Mobile Banking Services Agreement (“Mobile Agreement”)**

Effective August 01, 2022, the Cardless Cash Service will no longer be available.

All references to the Cardless Cash Service has been removed from this Mobile Agreement. All other e-Bankoh Mobile Services Agreement terms and conditions remain unchanged.

If you have any questions or concerns, please call our Customer Service Center using the numbers listed below to speak to a customer service representative.

- 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: 680-488-3338
- TTY/TDD: 1-888-643-9888

## e-Bankoh Mobile Banking Services Agreement

**Please read this e-Bankoh® Mobile Banking Services Agreement (“Mobile Agreement”). By Registering your Device and tapping on the “Accept” button, you are agreeing to the terms and conditions of this Mobile Agreement. If you do not “Accept”, you will not be able to access the e-Bankoh Mobile Banking Services from your Device and you must notify us to terminate the Mobile Banking Services.**

Please sign on to your e-Bankoh Service to print a copy of this Mobile Agreement. Go to the ‘Customer Service’ tab, then click on ‘Service Agreement’ under ‘Disclosures’.

### SECTION A: ABOUT THIS MOBILE AGREEMENT

**1. WHAT IS COVERED.** This Mobile Agreement covers the e-Bankoh Mobile Banking Services (“Mobile Banking Services”) which includes: (i) Mobile Online Access Service, (ii) Mobile Deposit Service, (iii) Mobile Texting Service, (iv) Debit Card Controls Service, (v) Transfer Service, and any other services we may add in the future. Please note that Mobile Deposit Service can only be accessed through the App.

**2. AVAILABILITY OF PRODUCTS AND SERVICES.** The products and Services described in this Mobile Agreement may not be available to all customers or available in all areas that Bank of Hawaii serves.

**3. GENERAL TERMS AND CONDITIONS.** These Mobile Banking Services are provided to you by Bank of Hawaii and powered by Fidelity Information Services (the "Licensor") mobile technology solution. If you have enrolled in e-Bankoh Online Banking Service (“e-Bankoh” or “e-Bankoh Service”), you may Register a Device to access Mobile Banking Services. By Registering your Device and using the Mobile Banking Services, you are agreeing to these terms and conditions in addition to the terms of your e-Bankoh Consumer Agreement and Disclosure Statement or e-Bankoh for Business Agreement (whichever is applicable and which is hereinafter referred to as “e-Bankoh Agreement”), and your applicable account and Card agreements which shall apply to your use of the Mobile Banking Services.

**a. YOUR WIRELESS CARRIER/SUPPORTED CARRIERS/TEXT MESSAGING CHARGES. Message and Data Rates May Apply.** Charges may be assessed by your wireless carrier for text messages sent to or received from Bank of Hawaii. You are responsible for any fees or other charges that your service or wireless carrier may charge for your Device or any related data or message services, including without limitation for short message service. By Registering your Device, you warrant and represent that you either own or are authorized to Register the Device and accept the terms and conditions of this Agreement with respect to the Device. **The wireless carriers are not liable for delayed or undelivered messages.**

#### SUPPORTED CARRIERS

AT&T	MTA Communications	Alaska DigiTel
Verizon Wireless	Sagebrush Cellular USA	Illinois Valley
U.S. Cellular®	Epic Touch USA	Nex Tech Wireless
MetroPCS	Duet IP Wireless	Thumb Cellular US
Carolina West US	Communications Venture USA	West Central WCC
United Wireless	MobiPCS USA	NW Missouri USA

Sprint	iWireless	Inland
Cricket	Chat Mobility USA	Golden State US
nTelos	T-Mobile®	Plateau US
CellSouth	Google voice	MTPCS
Appalachian Wireless	U.S. Cellular	SRT Wireless USA
DTC Wireless US	Cellcom US	SouthernLinc Wireless USA
Chariton Valley Cellular	Pioneer Cellular US	Flat Wireless USA
CTC Telecom Mosaic USA	Element Mobile	Leaco Rural Telephone USA
RINA USA	Pine Cellular	AIO Wireless aka Jasper
Layered Communications	Bandwidth USA	Copper Valley USA
Bluegrass	Peoples Wireless USA	Union Wireless USA
Immix	Siwireless USA	Panhandle USA
ACS Alaska	Cellular One NE AZ USA	Cablevision USA
Viaero Wireless US	Cell 1 East Cent IL	

**b. SERVICE PROVIDER.** The Mobile Banking Services are provided by Bank of Hawaii and not by any other third party. You and Bank of Hawaii are solely responsible for the content transmitted through the text messages sent to and from Bank of Hawaii. You must provide source indication in any text message you send (e.g. mobile telephone number, "From" field in text message, etc.)

**c. ADDITIONAL LIMITATIONS.** We do not guaranty the functionality of the Mobile Banking Services on all mobile devices, communication networks and/or geographic areas at all times. Mobile Banking Services may be temporarily unavailable during regular or emergency system maintenance or due to conditions beyond our control. In no event will we be liable to you for unavailability of/or your inability to access Mobile Banking Services.

**d. SYSTEM REQUIREMENTS.** You are responsible for obtaining and maintaining an Internet service as well as the Device, operating system, and software necessary to ensure proper access to Mobile Banking. You should also have the latest version of the App installed on your Device to ensure you benefit from all of the latest features, enhancements and fixes. Mobile Banking Services are only accessible via the Browsers stated in the Systems Requirements. Browsers must support Secure Sockets Layer technology and 128-bit encryption. Systems Requirements can be viewed at:

[www.boh.com/ebankoh/system-requirements.asp](http://www.boh.com/ebankoh/system-requirements.asp)

Please see Section C of this Mobile Agreement regarding your agreement with the Licensor and terms and conditions applicable to your use of the App.

**e. MOBILE PHONE NUMBER.** From time to time we may send you alerts, notifications or one-time security codes via text messages. As part of our security process, one-time security codes are sometimes necessary as an extra validation to authenticate your access to the Mobile Banking Service before can proceed. You are responsible to ensure that the mobile phone number on record is current.

**f. HOW TO CONTACT US/LOSS OF YOUR DEVICE AND/OR SECURITY CODES.** You must tell us at ONCE if your Device and/or Security Code(s) have been lost or stolen. Telephoning us at the number provided below is the best way to reduce your possible losses. If you believe someone has electronically transferred or may electronically transfer money from your e-Bankoh enrolled account(s) without your permission, you must notify us immediately by telephone or in writing. You may also contact us at these addresses and phone numbers if you want to update or have questions about the Mobile Banking Services or want to terminate/cancel Mobile Banking Services.

- 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: 680-488-3338
- TTY/TDD: 1-888-643-9888

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

**g. TERMINATION.** We may terminate your use of any or all of the Mobile Banking Services if you or we terminate your e-Bankoh Service as provided in your e-Bankoh Agreement, or for any other reason set forth in this Mobile Agreement, including your failure to use a Mobile Banking Service for a period of three consecutive months. Termination of any of the Mobile Banking Services will not terminate any obligation you have under this Mobile Agreement. You may remove or disable your Device from the Mobile Banking Service at any time by accessing the e-Bankoh Service through a computer and removing and/or disabling your Device within the "Mobile Banking Center Tab."

**h. DEFINITIONS.** To make this Mobile Agreement 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 the Mobile Agreement. Any other capitalized terms not defined in this "Definitions" sub-section or elsewhere in this Mobile Agreement shall have the meaning as defined in the e-Bankoh Agreement.

**"App"** is the downloaded software available for selected Devices to be used for access to the Mobile Banking Services.

**"ATM"** is an automated teller machine. When we use the term "ATM", it means a Bank of Hawaii ATM.

**"Business Days"** are Monday through Friday, except U.S. federal holidays.

**"Card(s)"** is the Bankoh BankCard, Bank of Hawaii Visa® Debit Card, Bankoh Hawaiian Airlines Visa Debit Card, Bank of Hawaii Black Visa Debit Card and EASE by Bank of Hawaii Visa Debit Card. Card includes any replacement or reissued card.

**"Debit Card"** is the Bank of Hawaii Visa® Debit Card, Bankoh Hawaiian Airlines Visa Debit Card, Bank of Hawaii Black Visa Debit Card and EASE by Bank of Hawaii Visa Debit Card which access your Designated Account(s). Card includes any replacement or reissued card.

**"Deposit Accounts"** are your Bank of Hawaii checking, savings, time deposit and Individual Retirement Accounts.

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**“Designated Accounts”** are all of your Deposit Accounts, Credit Accounts, Credit Card Accounts, and Business Credit Accounts that you have with us when you request the e-Bankoh Services, any Credit Card Accounts you subsequently open, and any Deposit Accounts, Credit Accounts, and/or Business Credit Accounts you subsequently designate for use with the e-Bankoh Services on an Application.

**"Device"** is a mobile device including a cellular phone or other mobile device that is web-enabled with a supportable browser that is capable of receiving text messages. For system requirements please see [www.boh.com/ebankoh/system-requirements.asp](http://www.boh.com/ebankoh/system-requirements.asp). Please note that your wireless carrier may assess fees for web access and/or text messaging services. Consult your carrier for details.

**“Mobile Banking Services”** are the "Mobile Online Access Service", "Mobile Texting Service", "Mobile Deposit Service", "Debit Card Controls Service," "Transfer Service" and any other Mobile Banking services we may add in the future.

**"Mobile Deposit Eligible Accounts"** are Bank of Hawaii checking and savings accounts domiciled in the state of Hawaii, Guam, Saipan, and Palau that are Designated Accounts. We reserve the right to change the eligibility criteria from time to time without prior notice to you.

**"Mobile Deposit Service"** allows you to make deposits to your Mobile Deposit Eligible Accounts using your Device by scanning checks and delivering the images and associated deposit information to us.

**“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 Deposit 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.

**"Registered" or "Registering"** means enrolling your Device through the "Manage mobile banking settings" Quick Link while in e-Bankoh Online Banking Service, or accessing the e-Bankoh Online Banking Service using a Device through the App. Please note that a particular Device can only be registered for one Mobile Banking Service user. However a Mobile Banking Service user may register more than one Device for accessing the Mobile Banking Services.

**“you” or “your”** refer to everyone who owns or is authorized to do transactions on a Designated Account.

**“we”, “us” or “our”** refer to Bank of Hawaii.

**i. CHANGING THIS MOBILE AGREEMENT.** We may change, delete, or add to the terms and conditions of this Mobile Agreement and make changes, deletions, or additions to the Mobile Banking Services including but not limited to, establishing fees for any of the Mobile Banking Services, at any time by notifying you of the change by providing the changed terms through the Mobile Banking Services, sending a notice to your e-mail address, sending you a notice by U.S. Mail or any other means permitted by applicable law. If you do not agree to change(s) you must notify us to terminate the Mobile Banking Services.

**j. GOVERNING LAW.** You acknowledge and agree that this Mobile Banking Services Agreement was created in the State of Hawaii. Therefore, except as previously agreed to in the Account Agreements, SECTIONS A and B of this Mobile Banking Services Agreement shall be governed and construed in accordance with the laws of the State of Hawaii. If any term of SECTIONS A and B of this Mobile Banking Services Agreement cannot legally be enforced, SECTIONS A and B are considered changed to the extent necessary to comply with the law. You agree to use the Mobile Banking Services for lawful purposes and in compliance with applicable law.

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**k. WAIVER OF JURY TRIAL.** You and we each waive our respective rights to a trial before a jury in connection with any disputes related to your accounts and the Mobile Banking Services. This includes any claims 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).

**l. NOTICES.** You agree to notify us immediately if you discover: (i) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (ii) unauthorized transactions involving any account; (iii) a breach in the confidentiality of any password; or (iv) other problems related to the Mobile Banking Service. Unless otherwise agreed, notices required by this Mobile Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in our deposit or other records. Notices to us must be sent to Bank of Hawaii, Online and Mobile Banking #361, P.O. Box 2900, Honolulu, Hawaii 96846-6000.

**m. COMPLIANCE.** You agree not to conduct any transactions that would violate the laws of any state or the United States.

**n. FEES.** You are solely responsible for the cost of any network connection fees, communication lines and other charges payable to third parties. Aside from fees for maintenance of your Device there are currently no fees for any of the Mobile Banking Services. We reserve the right to establish fees for any of the Mobile Banking Services by notifying you in accordance with this Mobile Agreement.

## **SECTION B: THE MOBILE BANKING SERVICES**

**APP SIGN ON.** For full Mobile Online Access Service functionalities you will need to sign on using either your e-Bankoh username and password, passcode, Touch ID®, or Face ID®. Touch ID and Face ID are available on devices that support this feature. Your password, numeric passcode, Touch ID, and Face ID are referred to as “Security Codes.” **Please note that if you enable Touch ID to access the App, all users with registered Touch ID fingerprints on your Device will have access to these functionalities. By setting up a numeric passcode or enabling Touch ID on your App, you agree that anyone to whom you give your passcode to, or for which your device recognizes for Touch ID functionality, is authorized to view and process money movement transactions.**

**1. THE MOBILE ONLINE ACCESS SERVICE.** You may use your Registered Device to access e-Bankoh through Mobile Online Access Service (“Mobile Online Access Service”). Your Device must be Internet enabled and connected to the Internet. You may use your Device to access your e-Bankoh through the Mobile Site or the App. In addition to this Mobile Agreement, your use of Mobile Online Access Service is subject to the terms and conditions of your applicable e-Bankoh Agreement. Please note that not all e-Bankoh Online Banking Services and/or functions are accessible features on the Mobile Online Access Services. We may add, modify or delete any particular e-Bankoh function, Service, or future service, or any geographic areas served by Mobile Online Access Service at any time without prior notice to you. We reserve the right to refuse to make any transaction that you may request through the Mobile Online Access Service.

**2. THE MOBILE DEPOSIT SERVICE.** Mobile Deposit Service is available through the App for Mobile Deposit Eligible Accounts. You may deposit (i) original checks payable to “cash”; (ii) as a consumer, original checks payable solely to you; and (iii) as a business customer, original checks payable only to the business name on the Mobile Deposit Eligible Account (all referred to as “Checks”). Mobile deposits are completed by capturing images of the Checks and then transmitting those images and other data to us electronically subject to the limitations contained in this Mobile Agreement. The Checks will then be processed electronically. Although the images and data are transmitted to us electronically for processing, deposits made through the Mobile Deposit Service are not electronic fund transfers. You agree to only deposit Checks payable solely to you as permitted by this Agreement. We may elect, at our discretion, to verify the authenticity or content of any transmission by placing a call to any owner or authorized signer on the Mobile Deposit Eligible Account but are not required to. We may deny access to

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the Mobile Deposit Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Mobile Deposit Service or if we believe such action is necessary for security reasons. You agree to be responsible for any transmission or transaction we receive through the Mobile Deposit Service, even if it is not authorized by you. Each time you transmit Check images and other information to us, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

**a. USING THE MOBILE DEPOSIT SERVICE.** You agree to: (i) install any equipment and/or implement any changes or upgrades to the equipment that we may require; (ii) follow our instructions for endorsing, capturing and transmitting Check images and other information to us; (iii) add "For BOH Mobile Deposit Only" followed by your signature endorsement on the back of each check being deposited; (iv) view each Check as it is scanned to ensure that the images (front and back) are being captured properly; (v) retain the original Checks until you have received notification that your deposit is approved and processed; and (vi) after receiving the approved and processed notification, either destroy the original Checks by shredding them or conspicuously and indelibly mark the front of the Checks as "Void". **You agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) more than once with us or others.** In the event that you make or attempt to make multiple presentments of the same Check, you agree to reimburse us for any losses or costs that we incur.

**b. CERTAIN CHECKS NOT PERMITTED.** You agree to use the Mobile Deposit Service only to deposit original paper Checks that are payable as provided above. You may not use the Service to deposit:

- Checks payable to others (even if endorsed over to you);
- Demand drafts;
- Substitute checks (i.e., paper checks created from an electronic image);
- Checks that are irregular in any way (e.g., where the numerical and written (legal) amounts are different);
- Checks that have previously been returned unpaid for any reason;
- Checks drawn on a foreign bank or payable in a foreign currency;
- Registered government warrants;
- Travelers Checks, Money Orders or Postal Orders;
- Checks suspected to be fraudulent or not properly authorized; or
- Checks that exceed the maximum daily aggregate limit set forth below.

Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. We reserve the right to modify the types of checks acceptable for this Service at any time without prior notice.

We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may also change the amount of your deposit to the legal amount of the Check. Please see your account agreement for other terms related to deposits.

**c. YOUR REPRESENTATIONS.** You represent and warrant the following with respect to each Check that you transmit through the Mobile Deposit Service:

(i) You have the legal right to deposit and negotiate the Check, regardless of the name of the payee shown on the Check.

(ii) You are the holder of the Check and the person entitled to enforce it.

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(iii) The images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission.

(iv) You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another bank from capturing or processing such information.

(v) You make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us. For example, you warrant that the Check has not been altered and you have a right to enforce the Check.

(vi) You make all encoding, transfer, presentment and other warranties that we or any correspondent bank we use are deemed by law to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party.

(vii) No Check will be presented for deposit or payment more than once.

(viii) The Check is not prohibited (see by Sub Paragraph titled "CERTAIN CHECKS NOT PERMITTED" above).

(ix) You will only use the Mobile Deposit Service for lawful purposes and in compliance with applicable law.

(x) You will not submit files containing malicious code.

**d. HOURS OF OPERATION.** The Mobile Deposit Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposits received by us on or after our Mobile Deposit Service cutoff hour or on a Saturday, Sunday or U.S. federal holiday, will be deemed received by us as of the next business day.

Here are the current Mobile Deposit Service cutoff hours (We may change the cutoff hours from time to time):

Hawaii - 5:00 p.m. Hawaii Standard Time (HST)

Guam and Saipan – 1:00 p.m. Chamorro Time (ChST)

Palau – 12:00 p.m. Palau Time (PWT)

We are not responsible for the unavailability of the Mobile Deposit Service or any damages that may result from its unavailability. If the Mobile Deposit Service is not available for any reason or a check cannot be processed by means of the Mobile Deposit Service, you may deposit the check at any one of our branches.

**e. CONFIRMATIONS.** At the end of a successful transmission, we will provide you with an electronic "Deposit Received Notification email" at the email address you provided during your Mobile Deposit Service session, to confirm our receipt of your deposit information. Please note that you are providing the email address solely for the purpose of receiving confirmations and any email address you provide us during a Mobile Deposit Service session will not change or update any email address you have previously provided. If you do not receive a Deposit Received Notification email, it may mean that we did not receive your transmission or that there was a problem with some of the information. Although you receive a Deposit Received Notification email, please note that all deposits are subject to verification and may be adjusted upon review. If your transmission was submitted by the Mobile Deposit Service cutoff hour on a business day, you will receive notification that your deposit was approved or declined by 10:00 p.m. Central Time that day. You agree to verify that your deposits have been correctly posted to your account each day and to notify us immediately of any discrepancy. You should electronically store or print a copy of the confirmation for your records. If Check information received by us is not complete and otherwise

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unusable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any credit that was made to your account.

**f. AVAILABILITY.** If we confirm our receipt of your deposit on a business day before the cutoff hour described above, we will consider that day to be the day of your deposit; otherwise, your Check will be considered deposited as of the next business day. The total amount of your deposit will generally be available for use at end of day Posting, on the Business Day of your deposit, for debits Posting that Business Day. If the maker of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Mobile Deposit Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any Check that is returned, whether or not the return is timely or proper. If a Check is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute check; you may not deposit the original Check.

**g. LIMITS.** The current standard Mobile Deposit Service limits and limits applicable to clients who have an established The Private Bank Relationship with Bank of Hawaii are published on our website at <https://www.boh.com/online-mobile/mobile-deposits#limits>

Please note that for customers with an established The Private Bank relationship, the increase to The Private Bank limit may take up to 5 business days following the first successful Mobile Deposit to take effect. At any time should the Private Bank relationship be terminated, the standard limits in effect at the time of termination will be restored. We reserve the right to change Mobile Deposit Service limits without notification to you. For items deposited in the same business day, the limits will be applied based upon the order in which an item is approved. If you make multiple deposits on a business day before the Mobile Deposit Service cut off hour, those deposits may not be processed in the same order in which you deposited them and you may not necessarily receive approval or declination in the same order. We may process those items in any order we choose and we will notify you which deposits were approved or declined by 10:00 p.m. Central Time that business day.

**h. LIMITATION OF LIABILITY.** Except as otherwise stated in this Mobile Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Mobile Deposit Service. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:

- your actions or omissions, or those of third parties who are not within our immediate and reasonable control;
  - your negligence or breach of any agreement with us;
  - any ambiguity, inaccuracy or omission in any information provided to us;
  - any error, failure or delay in the transmission or delivery of data, records or Checks due to a breakdown in any computer or communications facility;
  - accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God;
  - causes beyond our reasonable control;
  - our inability to confirm to our satisfaction the authority of any person to act on your behalf;
  - your failure to provide us with complete and correct Check images and data in accordance with this agreement and our Service instructions;
  - the return of any Check by the institution upon which it is drawn;
  - the unavailability of the Service for any reason;
  - any information that is lost, intercepted or destroyed during its transmission to us; or
  - limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines.
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If the Mobile Deposit Service becomes unavailable, please contact us for alternative deposit options.

We will not be responsible under any circumstances or under any legal theory for special, indirect, or consequential damages, including (without limitation) any loss of profits, opportunity or good will, which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages.

Any claim, action or proceeding by you to enforce any term hereunder or to recover for any Mobile Deposit Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Mobile Deposit Service. You acknowledge that any fees or charges for Mobile Deposit Service have been established in contemplation of: these limitations on our liability; your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and your agreement to assist us in any loss recovery effort.

**i. INDEMNIFICATION.** You agree to indemnify, defend, and hold us, our vendors and the licensors of equipment harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (i) our processing of Checks in accordance with this agreement; (ii) your actions or omissions, including your breach of any representation or failure to comply with this agreement; (iii) any modifications or changes you make to the equipment without our written consent; (iv) any misuse of the equipment by you; (v) your failure to comply with applicable state and federal laws and regulations; (vi) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (vii) any claim by a recipient of a substitute check corresponding to a Check processed through the Mobile Deposit Service, that the recipient incurred a loss due to (1) the receipt of a substitute check instead of the original Check, or (2) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute check and/or any paper or electronic copy of either.

**j. TERMINATION OR SUSPENSION OF MOBILE DEPOSIT SERVICE.** You or we may terminate your use of the Mobile Deposit Service. In addition, we may revoke the eligibility of a Mobile Deposit Eligible Account at any time, with or without cause. We may suspend or terminate the Mobile Deposit Service without prior notice to you if: you breach any agreement with us; we believe there has been or may be a breach in the security of the Mobile Deposit Service or unauthorized activity involving your account; or we are uncertain regarding the authorization, completeness, or accuracy of Check information sent to us. Any termination will not affect obligations arising prior to termination, such as the obligation to process Checks transmitted to us prior to the termination date or your obligation to indemnify us.

**3. THE MOBILE TEXTING SERVICE.** The Mobile Texting Service is another way to check your account balance and transaction information. Once you have Registered a Device for the Mobile Texting Service, you may text "C" to 79680 for a list of queries or commands available. You are allowed **one text message per query**. Balances provided may not include recent or pending transactions that have not yet been posted to your accounts. For help text "HELP" to 79680. To cancel Mobile Texting Service, text "STOP" to 79680 at any time. Should you encounter difficulties terminating the Mobile Texting Service, please contact our Customer Service Center in Hawaii at 808-643-3888 or in the U.S. Mainland and Canada toll free at 1-888-643-3888. A list of supported carriers is listed at the end of this Section A.

**4. THE DEBIT CARD CONTROLS SERVICE.** The Debit Card Controls Service ("Card Controls" or "Card Controls Service") is available using the App unless you have requested this function to be disabled in your App by contacting us at the numbers listed in section A "How to Contact Us/Loss of your Device and/or Security Codes". The Card Controls Service gives you the ability to set location, transaction type, merchant type and threshold amount limits for your Debit Card(s), or totally disabling all Debit Card transactions. All eligible Debit Cards will be listed in the Card Controls feature, which you can locate on your App by accessing the "Add" button. From this list you can enable any or all of these Debit Cards for the Card Control Service. You can customize Card Controls

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settings on each eligible card and they are effective immediately and can be modified/removed at any time. Your recurring transactions (such as utility bills or auto-payments) are not affected by turning the debit card off or adding threshold limits.

Bank of Hawaii is not responsible for how merchants authorize transactions or code their terminal's location or merchant type. The terminal coding is the sole responsibility of the merchant and may impact the ability for the Card Controls Service to recognize the merchant category or location of an in-store transaction. Certain merchants may seek an authorization hold at the time the transaction is initiated (e.g. gas stations, restaurants, hotels, etc.). The authorization hold may be higher or lower than the actual transaction paid because the final transaction amount is not known at the time the transaction is initiated. This may affect any threshold limits you apply in the Card Controls Service, as Bank of Hawaii cannot control the amount of a transaction once an authorization has been granted. Please see section 3.E of the Bank of Hawaii Consumer Electronic Banking Services Agreement (EFT-10).

The Card Controls Service also allows you to receive customized push alerts (in-App notifications) about Debit Card transaction activity. Standard data rates may apply. You agree that the Debit Card Controls Service is provided by Bank of Hawaii through its service providers. If our service providers experience any issues that cause the Card Controls Service not to perform as intended, any card control preferences and/or alerts you set up may not be in effect. During any service provider outage period, authorized transactions may be completed whether or not the transactions would have been restricted by your card controls settings.

## **5. The Transfer Service Through Zelle Network® "Transfer Service"**

This Service is available to state of Hawaii, Guam, and Saipan consumer customers only. Upon initial enrollment into e-Bankoh Mobile Banking, it may take up to 5 business days before you can access Zelle.

### **a. Description of Services**

- i. We have partnered with the *Zelle Network* ("*Zelle*") to enable a convenient way to transfer money using the App between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with *Zelle* (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Transfer Service"). We will refer to financial institutions that have partnered with *Zelle* as "Network Banks."
- ii. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.
- iii. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### **b. Definitions**

Capitalized terms defined below are specific for the Transfer Service:

**"Available Balance"** is your Bank of Hawaii deposit 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 (reductions because of delayed availability for deposited funds, debit card transaction authorization holds, a court order or other reasons).

**"Funding Account"** means a Bank of Hawaii checking account that you have identified to fund Transfer Transactions.

**"Member"** means a person who is any one or more of the following:

- an individual enrolled in the Transfer Service through any Participating Financial Institution;
  - an individual that is enrolled in the Transfer Service through Zelle to receive funds at the Member's Financial Institution; or
  - an individual that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction.
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**“Member’s Financial Institution”** means any financial institution, including a Participating Financial Institution, holding a Member’s account that the Member has authorized to receive a transfer of funds as a result of a Transfer Transaction.

**“Network Bank”** means any financial institution that has partnered with Zelle.

**“Participating Financial Institution”** means any financial institution which is participating in, or cooperating with Zelle and the Transfer Service. Bank of Hawaii is a Participating Financial Institution.

**“Receiving Account”** means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.

**“Registered Account”** means your Funding Account or Receiving Account registered for use with the Transfer Service.

**“Transfer Transaction”** means a transaction initiated through the Transfer Service to:

- transfer funds out of your Funding Account to a Member;
- receive a transfer of funds to your Receiving Account from a Member;
- send a request to a Member asking the Member to transfer funds to you using the Transfer Service; and/or
- receive a request from a Member asking you to transfer funds to them using the Transfer Service.

**“User”** refers to you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

**“we,” “us,” “our”** and **“BOH”** refer to Bank of Hawaii.

**“you”** and **“your”** refer to each person who owns the account.

**“Zelle”** refers to the Zelle Network operated by Early Warning Services, LLC, which facilitates the exchange of Transfer Transaction messages between financial institutions.

### **c. Eligibility and User Profile**

In order to use the Transfer Service, you must be a state of Hawaii, Guam or Saipan consumer checking account holder who is 18 years of age or older and have a Funding Account and/or a Receiving Account. The Funding Account and the Receiving Account may be the same account. Your Receiving Account must be in good standing in order to receive fund transfers. Your Funding Account must have sufficient Available Balance plus amounts available through any overdraft protection plan (such as Overdraft Protection from Savings, Bankoh Covercheck, or Business CreditFlex Account) at the time of the Transfer Transaction in order to transfer funds. When you enroll to use the Transfer Service or when you permit others to whom you have delegated to act on your behalf to use or access the Transfer Service, you agree to the terms and conditions of this Mobile Agreement. You represent and warrant that you have the authority to authorize us to make debits and credits to the enrolled bank account(s). You agree that you will not use the Transfer Service for International Transactions, which are not allowed under the Mobile Agreement nor to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Transfer Service to request money from anyone for any such payments. The Transfer Service is intended for personal, not business or commercial use. You agree that you will not use the Transfer Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Transfer Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Transfer

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Service if we believe that you are using the Transfer Service for business or commercial purposes, or for any unlawful purpose.

**d. Authorization to Use and Share Personal Information (Including Account Information)**

You authorize each Participating Financial Institution to use and verify the e-mail address and/or permanent U.S. mobile phone number that are associated with you to process and route Transfer Transactions to and from your Funding Account and/or Receiving Account. You also agree that we may provide information about you to any Member you contact or communicate with, or send or receive funds to/from through the Transfer Service, as well as any Member's financial institution, Zelle, or any other person or entity engaged in processing, facilitation or delivery Transfer Transactions to which you are a party.

You agree that we may obtain additional information that we deem necessary to ensure the you are not using the Transfer Service in violation of any law or regulation, including laws and regulations designed to prevent "money Laundering" or the transfer of funds to or from persons or entities whose accounts ae blocked under regulations of the Office of Foreign Asset Control of the United States Treasury Department.

In order to complete requested fund transfers using the Transfer Service, we may need to communicate with other financial institutions and participants concerning the Transfer Transaction and you authorize us to use, copy, modify, update, display and distribute to other persons, information or data that you provide for the purpose of processing Transfer Transactions.

You further authorize us and other Participating Financial Institutions to use information you provide us and information regarding your Transfer Transaction:

- to initiate and complete a Transfer Transaction
- to provide ancillary and supporting services to facilitate your use of the Transfer Service
- to Members to whom to send funds to or receive funds from using the Transfer Service
- to Zelle
- to Member's financial institutions
- to any intermediary or service that is facilitating or processing the Transfer Transaction.

You authorize us to disclose any such information to any third parties, including but not limited to transaction processors, clearinghouses, credit bureaus, and merchants, about your account or the transfers you make in order to process your Transfer Transactions or to verify the existence and condition of your account.

**e. Privacy and Information Security**

We make security and the protection of your information a top priority. 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(s) with us, 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 on [www.boh.com](http://www.boh.com).

**f. Wireless Operator Data**

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

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### **g. Enrolling for the Transfer Service**

i. You must enroll using the email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and which is your primary e-mail address for your e-Bankoh account, and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers) which must also be registered for your e-Bankoh account. You may not enroll in the Transfer Service with a landline phone number, Google Voice number, or Voice over Internet Protocol, or using an e-mail address or mobile phone number that is not registered to your e-Bankoh account. Please note that if your e-mail address or mobile phone number is already enrolled for another Zelle transfer service at another institution, you may not be able to enroll using these identifiers. For Guam and Saipan customers: You must enroll using the email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and which is your primary e-mail address for your e-Bankoh account. Enrollment using a U.S. mobile phone number is not available to Guam and Saipan customers.

ii. Once enrolled, you may: a) authorize a debit of your Funding Account to send money to another User either at your initiation or at the request of that User; and b) receive money into your Receiving Account from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money;” and c) add or change your e-mail address and/or mobile number for use with the Transfer Service. Please note, however, that this change will not change your contact information for any other Service or account.

iii. If at any time while you are enrolled, you do not send or receive money using the Transfer Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Transfer Service until you enroll again.

iv. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

### **h. Consent to Emails and Automated Text Messages**

By enrolling for the Transfer Service, and/or participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Mobile Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Transfer Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees as message and data rates may apply

ii. You will immediately notify us if any email address or mobile phone number you have enrolled is either surrendered by you, or changed by you.

iii. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.

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- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- v. To cancel text messaging from us for the Transfer Service, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at the number provided in section A “How to Contact Us/Loss of your Device and/or Security Codes” You expressly consent to receipt of a text message to confirm your “STOP” request.
- vi. Supported Carriers are listed in Section A. “General Terms and Conditions.”

#### **i. Receiving Money; Money Transfers by Network Banks**

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Transfer Service, you have no ability to stop the transfer. By using the Transfer Service, you agree and authorize us to initiate credit entries to your Receiving Account. Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Mobile Agreement and the procedures of the business or government agency that is sending you the payment.

#### **j. Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Transfer Service by you shall at all times be subject to (i) this Mobile Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Funding Account(s). You understand that when you send the payment, you will have no ability to stop it. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Therefore, you agree to assume all responsibility for any error you make in entering the payee information, and that we will not be responsible for any error you make in sending money thru the Transfer Service. In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

#### **k. Liability**

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Transfer Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE

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THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

### **I. Send Limits**

There are per transaction and daily maximum limits. The current standard Transfer Service limits and limits applicable to clients who have an established The Private Bank Relationship with Bank of Hawaii are published on our website at: <https://www.boh.com/online-mobile/zelle#limits>. At any time should the Private Bank relationship be terminated, the standard limits in effect at the time of termination will be restored. We reserve the right to change these limits without notification to you. The daily applicable limits will reset at 12:00 am Central time.

### **m. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. By accepting this Mobile Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Transfer Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, *Zelle*, and our respective owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

### **n. Transaction Errors**

Telephone or write to us at the contact information in See section A "How to Contact Us/ Loss of your Device and/or Security Codes" as soon as you can, if you think your statement is wrong or if you need more information about a Transfer Transaction listed on the statement. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and your Account number;
- (b) Describe the error or the Transfer Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- (c) Tell us the date and dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Designated Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete

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our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

For errors involving new Accounts, we may take up to 90 calendar days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. In addition, if we determine that no error or a different error occurred and we had provisionally credited your Designated Account, we will provide you notice that will include the date and the amount of the provisionally credited amount that will be debited. If applicable, we will honor Items (including any checks, drafts, or other similar instruments) and preauthorized transfers from your Designated Account up to the amount in dispute for a period of 5 Business Days after our notice of reversal is sent to you without imposing any overdraft charges.

#### **o. Your Liability for Unauthorized Transfers**

You must tell us AT ONCE if you believe any of your account credentials or your password(s) have been compromised, or if you believe that a Transfer Transaction has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Funding Account, plus the maximum amount of your Bankoh CoverCheck or overdraft protection plans. If you tell us within 2 Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your account and/or password to initiate a Transfer Transaction without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your Account statement shows a Transfer Transaction that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed or delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you believe your account and/or password has been compromised, or if you believe an electronic fund transfer has been made without your permission using information from your account (account and routing number information), you must tell us immediately by telephone or in writing.

See section A "How to Contact Us/Loss of your Device and/or Security Codes".

#### **p. Liability for Failure to Complete Transfers**

If we do not complete a Transfer Transaction to your Deposit Account or from your Funding Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Funding Account to make the Transfer Transaction;
  - (b) If, through no fault of ours, we have not actually received enough money to cover a request for money you sent to another User;
  - (c) If the funds in your Registered Account, Receiving Account, or Funding Account are subject to legal process or other encumbrances restricting the Transfer Transaction;
  - (d) If our processing system was not working properly and you knew about the problem when you started the Transfer Transaction;
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- (e) If circumstances beyond our control (such as fire or flood) prevent the Transfer Transaction, despite reasonable precautions that we have taken;
- (f) If this Mobile Agreement is terminated and/or if you or we terminate your use of the Transfer Service;
- (g) If the authorization for your use of the Transfer Service is revoked by law or court order (in case of death or incompetence, for example);
- (h) If the services on your mobile device used to access the Transfer Service are not working properly and you knew about the malfunction when you started the Transfer Transaction;
- (k) If you have not provided us with the correct transfer information; or
- (l) If other exceptions are provided in other agreements we have with you or by applicable law.

We will rely on the identifying numbers you provide us in processing your Transfers Transactions. We will not be responsible for any conflict between these numbers and the identity of the parties or accounts involved.

#### **q. Cancellation of the Service**

You may cancel your use of the Transfer Service by contacting us as provided in section F: “How to Contact Us/ Loss of your Device and/or Security Codes”. We may cancel your use of the Transfer Service if you close all of your Registered Accounts, or upon notification to you.

#### **r. Right to Terminate Access**

In the event (i) you violate any terms of the Mobile Agreement, (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time. We may, in our sole discretion, at any time and without prior notice to you or other Transfer participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another Member, or
- your ability to receive requests for funds from another Member

#### **s. CHANGING THE TERMS OF THE TRANSFER SERVICE**

We may change, delete, or add to the terms and conditions for the Transfer Service, and make changes, deletions, or additions to the Transfer Service at any time by notifying you of the change by providing the changed terms through the Mobile Banking Services, sending a notice to your e-mail address, sending you a notice by U.S. Mail or any other means permitted by applicable law. If you do not agree to the change(s) you must cancel the Transfer Service.

#### **t. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### **u. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS [AGREEMENT], YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

#### **v. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Transfer Service, and except as otherwise provided in this Mobile Agreement, you agree to indemnify, defend and hold harmless Bank of Hawaii and Zelle, and their respective owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs, including, but not limited to, direct, incidental, consequential, exemplary and indirect damages, and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Mobile Agreement.

#### **w. Governing Law; Choice of Law; Severability**

Your use and the terms of the Transfer Service shall be governed by and construed under the laws of the State of Hawaii, if any term cannot be legally enforced, it shall be considered changed to the extent necessary to comply with the law. If any provision is determined to be void or invalid, the remainder of the terms shall remain in full force and effect.

#### **y. Miscellaneous**

Subject to the terms provided, the Transfer Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

### **SECTION C: YOUR AGREEMENT WITH LICENSOR (Licensor agreement):**

The following terms and conditions apply to your use of the App. By downloading the App you agree to these terms and conditions.

**1. Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to

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Mobile Banking Services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

**2. License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

**3. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

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