

TERMS AND CONDITIONS APPLICABLE TO ALL DIGITAL SYSTEMS

Effective Date: August 24, 2020

PLEASE READ THIS DOCUMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE AND PRODUCTS AND SERVICES AVAILABLE THROUGH THE SERVICE.

Welcome! These Terms of Use ("**Terms**") govern the website(s) www.cpb.bank and www.digital.cpb.bank (including both mobile and online versions) ("**Sites**"), each mobile application ("**App**"), including your use of interactive features, widgets, plug-ins, applications, content, downloads, and all other online services that we own and control and that post a link to these Terms (Sites, the App, and all digital systems accessed by the App are collectively referred to as the "**Service**" or "**Services**") that are made available by Central Pacific Bank or our affiliates or certain third parties (collectively "**CPB**," "**we**," "**our**," or "**us**"). By using any Service, you acknowledge and accept the Terms, Additional Terms (defined below), and each applicable Consumer Privacy Notice and Online Privacy Policy and you consent to the collection and use of your data in accordance with those notices.

When you apply for, enroll in, activate, download or use any of the Services described in the App or these Terms or when you authorize others to do so on your behalf, you are contracting for all Services described in the Terms as applicable and you agree to be bound by the terms and conditions of these Terms, as well as any terms and instructions that appear on a screen when enrolling in, activating, or accessing the Services. You should carefully read these entire Terms (including all links to details). These Terms constitute an agreement between you and us and they affect your legal rights and obligations. Each time you access and/or use the Service, you are bound by and agree to comply with these Terms and any Additional Terms. Unless the context indicates otherwise, references to the Terms includes these Terms of Use and the Additional Terms collectively. ***Your use of the Service will indicate your agreement to these Terms. Do not use the Service if you do not agree to these Terms.*** These Terms govern your use of any online or mobile banking services maintained by CPB and accessible through www.cpb.bank using a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device. These Terms govern all such devices and all accounts in your name as and when linked to the Service or accessed through the App.

In some instances, both these Terms and separate guidelines, rules, or terms of use setting forth additional or different terms and/or conditions will apply to your use of the Service ("**Additional Terms**"). The Additional Terms may be provided by CPB or by third-party service providers with whom we have entered into separate agreements to facilitate the delivery of the Services. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control as applied to the specific Service unless the Additional Terms expressly state otherwise, but in all cases the Terms and any Additional Terms will be construed together to the extent possible. For information about a service provider's privacy policy and security practices, go to their website as shown in the Additional Terms.

YOU MAY REQUEST THE MOST CURRENT VERSION OF THESE TERMS AND ADDITIONAL TERMS AT ANY TIME BY CONTACTING THE BRANCH WHERE YOU OPENED YOUR ACCOUNT(S) OR BY CONTACTING US AS PROVIDED BELOW. WE MAY CANCEL THE SERVICES AT ANY TIME WITHOUT PRIOR NOTICE INCLUDING AT ANY TIME YOU ELECT NOT TO ACCEPT A CHANGE TO THE SERVICE.

1. Service, Fees, and Content Use Restrictions. The Service, fees, and content use restrictions are described below.

A. Service. This document contains general terms and conditions applicable to the Service to be provided to you by CPB as further described in these Terms and as may be supplement by Additional Terms for the specific Services that you request. The Additional Terms may describe specific Services to be provided by CPB to you and supplement these Terms. CPB may make changes in and to the Service from time to time based upon, among other things, technological developments, legislative or regulatory changes, or the introduction of new services by CPB. Except to the extent otherwise required by law, CPB will use reasonable efforts to notify you of any such changes that will materially affect your interests prior to the implementation date of any such change.

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B. Fees. You agree to pay to CPB such fees and expenses (and any applicable taxes) as may apply to the Service and as shown in the Additional Terms or any separate pricing and fee schedule, each as amended from time to time.

C. Service Use Restrictions. You agree that you will not (i) engage in any activity through or in connection with the Service that violates any applicable law or privacy interest or attempts to or do harm to CPB or any individuals or entities, (ii) reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service, (iii) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service or otherwise causes harm to the Service, CPB, or other users of the Service, (iv) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service or the Content (defined below), (v) attempt to gain unauthorized access to the Service, other computer systems, or networks connected to the Service through password mining or any other means, (vi) otherwise violate these Terms or any Additional Terms, or (vii) add any code, device, or process of any kind to or within the Service.

D. Availability of Service and Content. CPB may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in CPB's sole discretion, and without advance notice or liability.

E. Reservation of All Rights Not Granted as to Content and Service. These Terms and any Additional Terms include only narrow and limited grants of rights to use and access the Service. No right or license may be construed under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by CPB and its licensors and other third parties. ***Any use of any Content or the Service for any purpose not expressly authorized herein is prohibited.***

F. Security of Access Code. After you have successfully accessed the Service, you will then select a specific personal password to access the Service. After your initial sign-on, you may change your password at any time by selecting the appropriate function from the settings menu within the Service. The personal identification number or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. **YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY OF THE PASSWORD OR ACCESS CODE.** You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Service to review your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner, this authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of the access code and we suffer a loss, we may terminate the Service immediately and recover the loss from you to the extent permitted by law.

G. Customer Liability. You are responsible for all transactions using the Service. If you permit other persons to use your access code, you are responsible for any and all transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately at the Customer Service Center at 808.544.0500 (Oahu) or toll free at 1.800.342.8422 (Neighbor Islands and the Continental United States) or by visiting any of our branches.

H. Your Duty to Notify Us of Error. You agree to notify us immediately if you discover (a) 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 reporting), (b) unauthorized transactions involving any account, (c) a breach in the confidentiality of any password, or (d) other problems related to the Service. If

you fail to notify us within sixty days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous transfer or transaction, you will be precluded from making any claim against us except to the extent otherwise permitted by law.

I. **Other Agreements.** Your use of the Services may also be affected by your deposit or loan agreement and disclosures, including the applicable schedule of fees or other agreements with us for your linked CPB accounts and/or an agreement with our affiliates or third parties for your accounts linked to the Service. When an account is linked to the Services, it does not change the agreements you already have with us, our affiliates, or the applicable third party for that account and you are still subject to the terms and conditions we gave you in the agreement and disclosure for the linked account. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules, and other restrictions that might impact your use of an account with the Services, are incorporated into these Terms. In the event of a conflict between the terms of those account agreements and these Terms, the terms of the applicable account agreement will prevail unless these Terms specifically state otherwise.

2. Ownership and Limited License. The Service contains a variety of (i) materials and other items relating to CPB, CPB's products and services, and similar items from our licensors and other third parties, (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of CPB (collectively "**Trademarks**"), and (iii) other forms of intellectual property (all of the foregoing collectively "**Content**"). The Service and Content are owned or controlled by CPB and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of CPB or our licensors or certain other third parties and is protected by law. CPB owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. Subject to your strict compliance with these Terms and the Additional Terms, CPB grants you a limited, nonexclusive, revocable, non-assignable, personal, and nontransferable license to download and use the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone, other wireless device, or other internet enabled device (each a "**Device**") for your personal use only. The foregoing limited license (i) does not give you any ownership or any other intellectual property interest in the Content and (ii) may be immediately suspended or terminated for any reason in CPB's sole discretion and without advance notice or liability.

3. Opening and Closing Accounts; Service Features. In order to access or use some (or potentially all) of the features on the Service, you may be required to first register for an account through our online registration process. The Service's practices governing any resulting collection and use of your personal information are disclosed in the Consumer Privacy Notice and Online Privacy Policy. If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree that (i) you will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive, and we may reject the use of any password, username, or email address for any other reason in our sole discretion, (ii) you will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete, (iii) to the extent permitted by law and by the Terms and Additional Terms, you are solely responsible for all activities that occur under your account, password, and username, whether or not you authorized the activity, (iv) you are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so others may not access any password protected portion of the Service using your name, username, or password, (v) you will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security, and (vi) you will not sell, transfer, or assign your account or any account rights. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

A. Identity Authentication. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your information against third party databases or through other sources. We may also ask to see your driver's license or other identifying documents at any time. If you use certain Services, federal law may require that we verify some of your information. CPB reserves the right to close, suspend, or limit access to your account and/or the Service in the event we are unable to obtain or verify this information. *PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account (deposit or loan). What this means for you – When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.*

B. Service Features. The Service may include features for managing and using your accounts at CPB. The specific features may include such things as electronic bill payment, electronic delivery of statements, external fund transfers, real time alerts, mobile deposits, and other services that we may offer, add,

or remove from time to time. Some or all of the Service features may be added through Additional Terms, which may add specific details for access the Services and for use of the Services.

4. Communications and Customer Service. As part of enrollment for the Service, you consented to use of electronic communications ("**Communications**"), which allows us to provide you with account-related communications electronically. Pursuant to this consent, we will deliver these Communications electronically by either posting the communication to your online banking secure mailbox or to our website, sending it to your email address, by text message, or by other electronic means. You are responsible for providing us with a valid email address or text number to accept delivery of electronic communications by email or text and you must notify us of any changes or updates to such addresses. You agree that once we email or post the communications within our website, we have delivered the Communications to you in a form that you can retain. You have the option to view, save, or print PDF versions of your account documents from the website via desktop, tablet, or mobile device. You agree to promptly notify us if you change your email or mailing address. If you have a question regarding using the Service, you may contact us [here](#).

5. Disclosure of Account Information. We may disclose information about your accounts to consumer reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information, as more fully described in the account agreement for the applicable account. By using the Services, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or to disclose to CPB or our service providers 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 status details, if available, where provided in accordance with your mobile operator's privacy policy, for the duration of our business relationship solely to help verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of our services.

6. Wireless Features. The Service may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively "**Wireless Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Some of the Services may not be available when using certain digital devices or applications. For example, some functions may be available online through a personal computer but not available through our mobile App.

7. Updates to Terms. As the Service evolves, the Terms may be modified. Accordingly, each time you sign in or otherwise use the Service you are entering into a new agreement with us on the then applicable terms of use. You agree that we may notify you of other terms by posting them on the Service (or in any other reasonable manner of notice that we elect). Your use of the Service after such notice constitutes your agreement to the other terms. Notwithstanding any updated Terms, the Terms that applied when you previously used the Service will continue to apply to any prior use (i.e. changes and additions are prospective only). You may reject any new, revised, or additional Terms by discontinuing use of the Service and related services.

8. Electronic Funds Transfer Agreement and Disclosure. This Agreement and Disclosure is made in compliance with federal law regulating electronic fund transfer (EFT) services. Electronic fund transfers are electronically initiated transfers of money involving an account at Central Pacific Bank. To review the full Electronic Funds Transfer Agreement and Disclosure, [click here](#).

9. Disclaimer of Representations and Warranties. YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "**AS IS**," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, CPB and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, third-party service providers, successors, and assigns (collectively "**CPB Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to any and all aspects, features, functions, or elements of the Service or delivery of the Service. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED IN THE TERMS, ALL CPB PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE**, NON-INFRINGEMENT OR MISAPPROPRIATION OF

INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. NEITHER WE NOR OUR SERVICE PROVIDERS WARRANT THAT THE APP, ANY WEBSITES, OR ANY SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

Neither CPB nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Service. Neither CPB nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any device or mobile network that you utilize to access the Service. You agree to exercise caution when utilizing the App and to use good judgment and discretion when obtaining or transmitting information. Financial information shown via the Service reflects the most recent account information available through the Service and may not be current. You agree that neither CPB nor our service providers will be liable for any delays in the content or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such disclaimers are limited or prohibited in any such jurisdiction.

10. Dispute Resolution. The following terms apply to dispute resolution under these Terms.

A. Mutual Resolution and Mediation. If any claim arises out of or relates to the Service or the Terms (collectively "**Dispute**"), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute along with a proposed resolution. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such contact information exists or if such information is not current, then we have no obligation under this section. Your notice to us must be sent to Central Pacific Bank, Attn: Legal Department, PO Box 3590, Honolulu, Hawaii 96811. For a period of sixty days from the date of receipt of notice from the other party, you agree to engage in a dialogue with CPB in order to attempt to resolve the Dispute, though nothing will require either you or CPB to resolve the Dispute on terms with respect to which you and CPB, in each of our sole discretion, do not agree. Upon written request from either you or us, the parties agree to submit the Dispute to mediation using a commercial mediation service in Honolulu, Hawaii, agreeable to you and us. Nothing will require either you or CPB to resolve the Dispute in the mediation if you and CPB cannot agree on the terms of resolution.

B. Arbitration. If we cannot resolve a Dispute as set forth above within sixty days of receipt of the notice, then **ANY AND ALL DISPUTES ARISING BETWEEN YOU AND CPB MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION** and such any controversy or claim between you and CPB with respect to the Service will be decided by final and binding arbitration, conducted without a judge or jury, in Honolulu, Hawaii, in accordance with Chapter 658A of Hawaii Revised Statutes and the commercial arbitration rules of Dispute Prevention & Resolution Inc. or by any other arbitration service to which you and an officer or legal representative of CPB consent in writing, in each case in accordance with the then-current arbitration rules and procedures of such service and applying any streamlined rules that may be available. Except as otherwise provided in the Terms, the arbitrator will apply any applicable statutes of limitation under Hawaii law in determining any claim and will determine any controversy concerning whether an issue is subject to arbitration. Judgment on any arbitration award may be entered in any court having jurisdiction. This agreement to arbitrate will not limit or restrict the right, if any, of either party to exercise, before, during, or following any arbitration proceeding, with respect to any claim or controversy, self-help, or provisional remedies provided in these Terms or under applicable law, such as setoff, or to seek injunctive relief in any court having jurisdiction, and either party may seek these remedies without waiving its right to submit the claim or controversy to arbitration at a later date. If a controversy or claim is submitted for arbitration, the prevailing party will be entitled to recover its reasonable attorney fees and costs. **BY AGREEING TO ARBITRATION, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

C. Law and Choice of Venue. Unless our account agreement with you states otherwise, these Terms shall be governed by and construed in accordance with the laws of Hawaii without regard to its conflicts of laws provisions. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other provisions of these Terms shall remain in full force and effect. Except where arbitration is required above, small claims actions, or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any dispute arising hereunder may only be instituted in state or federal court in the City and County of Honolulu, Hawaii. Accordingly, you and CPB consent to the exclusive personal jurisdiction and venue of such courts for such matters. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

D. Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN ABOVE) WITHIN TWO YEARS AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED. The parties expressly waive any contrary statute of limitations or time bars, both legal and equitable, as to the Dispute.

11. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (1) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES, (2) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (4) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL ANY CPB PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND that are directly or indirectly related to any element or feature of the use or operation of the or any damage to your Device.

These limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if the CPB Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of God, telecommunications failure, or destruction of the Service). FURTHER, NEITHER WE NOR THE CPB PARTIES SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS. FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, SCHEDULED OR UNSCHEDULED MAINTENANCE OR OTHER OUTAGES OF THE SERVICE, QUARANTINES, PANDEMICS, OR FAILURE OR OUTAGES OF TRANSPORTATION OR COMMUNICATION METHODS OR POWER SUPPLIES.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CPB PARTIES' TOTAL LIABILITY TO YOU FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF FEES THAT YOU HAVE PAID TO CPB IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY TO THE EXTENT THAT ANY SUCH LIMITATION IS PROHIBITED BY LAW.

12. **General Provisions.** The following general provisions are part of the Terms.

A. Security Procedures. Each time you have a transaction with the Service, you agree and warrant that the security procedures established in accordance with these Terms, the Additional Terms, and any user guides available from CPB are appropriate for your needs and provide you with a commercially reasonable degree of security against unauthorized use. You agree to be bound by and accept sole responsibility for any loss or liability associated with any transfer, instruction, or payment order we receive for the Service, even if it is not authorized by you, if it is otherwise processed by us in accordance with these Terms and the Additional Terms. You agree to indemnify, defend, and hold harmless CPB from any such loss or liability. You further acknowledge that these procedures do not require other affirmative action on our part. Thus, when a person is added or deleted by you as a user of the Service, we will treat that person as "authorized" if a communication is received by us in accordance with these Terms and the Additional Terms without otherwise verifying the person's status with you or investigating whether the person is exercising authority granted by you or is acting consistent with any limitations imposed by you on that person. In our sole discretion and as part of our internal controls, we may institute (and thereafter cease or change from time to time) additional authentication procedures. These internal procedures, if any, are in addition to the agreed security procedures and you agree that we are not liable for failing to take or to correctly perform such additional actions. **NOTWITHSTANDING OUR EFFORTS TO INSURE THAT THE SERVICE IS SECURE, YOU ACKNOWLEDGE THAT THE INTERNET IS INHERENTLY UNSECURE AND THAT ALL DATA TRANSFERS (INCLUDING TRANSFER REQUESTS AND EMAIL) MAY OCCUR OPENLY ON THE INTERNET. DESPITE OUR SECURITY PROCEDURES, DATA TRANSFERS UTILIZING THE SERVICE MAY BE MONITORED OR READ BY OTHERS. YOU ASSUME ALL RISK FOR USE OF THE SERVICE EXCEPT TO THE EXTENT LIMITED BY THESE TERMS, THE ADDITIONAL TERMS, OR APPLICABLE LAW.** We will not send, and strongly suggest that you do not send, confidential information unless using encrypted email.

B. Security Updates. You agree to periodically review and implement all security procedures available in connection with the Services as they may change from time to time. We are not responsible for providing updates to security procedures and you are solely responsible for ensuring that the data security measures are adequate for your needs.

C. Computer Systems/Data. Under no circumstances shall CPB be liable to you for viruses, worms, Trojan horses, or other similar harmful, contaminating, or destructive components or malware that may enter your computer system or access device. Without limiting the other provisions of the Terms for indemnification, you agree that any information or software downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk. You will be solely responsible for any damages to your system and any monetary or data loss that results in the download of such material.

D. CPB's Consent or Approval. As to any provision in these Terms or any Additional Terms that grants CPB a right of consent or approval or permits CPB to exercise a right in its sole discretion, CPB may exercise that right in its sole and absolute discretion. No CPB consent or approval may be deemed to have been granted by CPB without being in writing and signed by an officer of CPB.

E. Applicable Law. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute will be resolved in accordance with, the laws of Hawaii without regard to its conflicts of law provisions.

F. Indemnity. You agree to and you hereby defend, indemnify, and hold harmless CPB Parties from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorney fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any CPB Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, and whenever arising from, (i) your use of the Service and your activities in connection with the Service, including without limitation any transaction entered into by you through your use of the Service, (ii) your breach or alleged breach of these Terms or any Additional Terms, (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service, (iv) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any right of any

person or entity, (v) any misrepresentation made by you, (vi) any other party's access and/or use of the Service with your account, and (vii) CPB Parties' use of the information that you submit via the Service (all of the foregoing, "**Claims and Losses**"). You will cooperate fully as required by CPB Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, CPB Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses and CPB Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a CPB Party.

G. International Issues. CPB controls and operates the Service from its offices based in the United States, and CPB makes no representation that the Service is appropriate or available for use beyond the United States. If you use the Service from other locations, you do so at your own risk and on your own initiative and you are solely responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the United States (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any feature described or available via the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion. You and we disclaim any application to these Terms of the United Nations Convention on Contracts for the International Sale of Goods.

H. Export Controls. Software related to or made available by the Service may be subject to export controls of the United States. No software from the Service may be downloaded, exported, or re-exported (i) into or to a national or resident of any country or other jurisdiction to which the United States has embargoed goods, software, technology, or services, (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all trade regulations and laws both foreign and domestic.

I. Severability; Interpretation. If any provision of these Terms or any Additional Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any Additional Terms, the word will be deemed to mean "including without limitation."

J. Communications. Though we are not obligated to respond to inquiries that we receive, when you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

K. Investigations and Cooperation, Termination and Survival. CPB reserves the right without limitation to (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by CPB in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service in whole or in part or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason, and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to CPB under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service or upon notice from CPB, all rights granted to you under these Terms or any Additional Terms will cease immediately and you agree that you will immediately discontinue use of the Service.

The provisions of these Terms and any Additional Terms that by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to CPB in these Terms as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

L. Assignment. CPB may assign its rights and obligations under these Terms and any Additional Terms in whole or in part to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you and you may not delegate your duties under them without the prior written consent of an officer of CPB.

M. No Waiver. Except as expressly set forth in these Terms or any Additional Terms, (i) no failure or delay by you or CPB in exercising any of rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

N. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. You will access the Service only by use of a Device running the latest operating system available for the Device.

13. Certain Additional Terms. Additional Terms will be included in these Terms upon activation based on your selection of specific Services within the App. Some Additional Terms will be active upon initial enrollment. Other Additional Terms become active when you select the services. The Additional Terms are available by links below and by links when you enroll for the specific Services. As existing features are updated or changed and as new features are added, new Additional Terms will be posted.

- A. TransferNow – External Bank to Bank Transfer Service.** Additional Terms for this service are provided in a separate agreement.
- B. Bill Payment Service and Zelle and Other Payment Services.** Additional Terms for these services are provided in a separate agreement.
- C. CardValet Debit Card Manager Service.** This service is automatic and permits you to temporarily lock your debit card, set alerts, set spending limits, and implement region restrictions. Additional Terms for this service can be found on the Tools & Resources page.
- D. Money Manager – Account Aggregation Service.** Additional Terms for this service can be found on the Tools & Resources page.
- E. Mobile Banking and Mobile Deposit Service.** Additional Terms for this service can be found on the Tools & Resources page.
- F. Notifi – SMS Text Banking and Notification Service.** Additional Terms for these services are provided in a separate agreement.