
Online Statements Disclosure

Rev. 04/22/19

DEFINITIONS

"We", "Our", "Us" or "The Bank" mean Central Pacific Bank.

"You" and "your" mean the account owner(s) authorized by the Bank to receive account statements in electronic form under this Agreement.

"Account" or "accounts" mean your deposit or loan accounts at Central Pacific Bank, including checking, savings, money market, certificates of deposit, and loan accounts.

"Online Statement(s)," "Electronic Statement(s)," or "statement(s) in electronic form" mean your periodic account statement in electronic (pdf) format accessible through the Bank's Online Banking service.

TERMS AND CONDITIONS OF YOUR ONLINE STATEMENT AGREEMENT

By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

This Agreement is also subject to applicable federal laws and the laws of the State of Hawaii. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

The terms and conditions of your Deposit Account Agreement & Disclosure for each of your accounts at the Bank, as well as your other agreements with the Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

CHANGE IN TERMS

We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless an immediate change is deemed necessary at our discretion to maintain the security of an account or our electronic funds transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer system, then we will notify you of the change in terms within thirty (30) days after the change becomes effective. If there is more than one party to the account, notice to any one of the account owners will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit and/or loan agreements and disclosures govern changes to fees applicable to specific accounts.

DELIVERY OF STATEMENTS IN ELECTRONIC FORM

You must be enrolled in our Online Banking service and provide us with your current e-mail address to elect to receive your account statements in electronic form. If you have a joint account, any one of the account holders can enroll in electronic statement delivery, and any one of the account holders can terminate electronic statement delivery. If you have more than one account in our Online Banking service, you may elect to receive your statements in electronic form for one or more of your accounts.

By completing this consent agreement, you agree to permit the Bank to deliver your account statements, make disclosures and provide notices to you in electronic form, instead of providing such account statements, disclosures and notices to you in paper form.

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank, and shall remain valid until such time you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statements and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, in lieu of paper statements delivered via postal mail or other means.

Other Federal and State laws and regulations may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your election also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

CONSENT TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS

You have the right to receive periodic account statements in paper form mailed to your mailing address of record with the Bank. By entering into this Agreement and electing to receive Electronic Statements, you understand that the Bank will stop providing you with paper statements via postal mail, and that future statements will be made accessible to you electronically through the Bank's Online Banking services.

We will send you a notice via e-mail, shortly after the end of each statement period, to advise you when your statements are accessible through Online Banking services. You may then view, print, or otherwise copy/download your statements by logging onto Online Banking service with your Username and Password, and clicking on the "STATEMENTS" tab. Your Electronic Statements

will remain accessible through Online Banking service for a period of two (2) years from the time the statement becomes accessible online. An e-mail will be sent notifying you of the availability of your statement online and dated the day after your Statement Through date on your statement.

You agree to notify us immediately of any change in your e-mail address by updating your e-mail address in the applicable section provided in the Online Banking service (tabs labeled: "OTHER SERVICES" / "CHANGE OF ADDRESS")

For checking accounts, by electing to receive Electronic Statements, you will not receive your cancelled checks or images of your cancelled checks with your statements, and will automatically be enrolled in our Check Safekeeping service. You may view or print images of your cancelled checks through the Online Banking service, without charge, by clicking on the check number located with the transaction description in your online account register. You may also obtain copies of your cancelled checks through Check Safekeeping service, which will store electronic images of your cancelled checks for up to seven (7) years, by contacting our Customer Service Center at (808) 544-0500 or 1-800-342-8422 toll-free. There is no charge for Check Safekeeping service, however, a per item fee is applicable if you request more than ten (10) copies of cancelled checks per statement period. Effective as of 7/1/13, some personal checking accounts are subject to a Paper Statement Fee per statement period. [Refer to the Bank's "Schedule of Fees"]

CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfer disclosures, may be delivered to you via e-mail with instructions, links or attachments. We will send all notices, disclosures and other communications to the e-mail address provided by you in Online Banking service. You agree to notify us immediately of any change in your e-mail address by updating your e-mail address in the applicable section provided in Online Banking service (tabs labeled: "OTHER SERVICES" / "CHANGE OF ADDRESS")

IN CASE OF ERRORS ON YOUR STATEMENT

You must notify us of any errors on your statement promptly within the applicable time period specified in your Deposit Account Agreement & Disclosure. The time period for reporting errors begins on the date e-mail notice that the Electronic Statement is available is sent to you by the Bank regardless of when you receive and/or access your Electronic Statement. More information on reporting errors on your deposit statement can be found in your Deposit Account Agreement & Disclosure. For loan statements, information can be found on the last page of your electronic loan statement.

TERMINATING ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS

You, or any account holder on joint accounts, may elect to terminate the electronic delivery of your account statements at any time by clicking on the "PAPER STATEMENT" option for the applicable account(s) located under the tabs labeled: "STATEMENTS" / "MY SETTINGS" / "EDIT MY SETTINGS" in Online Banking service. If you decide to terminate your Online Banking

service, it is your responsibility to change your statement preference back to paper statements or contact the Bank prior to termination. .

If you close an account receiving Electronic Statements, your closed account will be accessible in an inquiry-only status in Online Banking for thirty days after it is closed to enable you to view your final statement. We will not send you a paper statement for your final statement. It will be your responsibility to retrieve and save all of your previous statements that remain in the system.

If you close ALL of your accounts receiving Electronic Statements, it is your responsibility to retrieve and save all of your previous statements that remain in the system prior to account closing as you will no longer be able to access the Online Banking service to retrieve your Electronic Statements.

We reserve the right to stop delivering your account statement(s) in electronic form at anytime and convert your statement(s) to paper form by providing you with at least thirty (30) days notice.

Upon terminating the electronic delivery of your account statement(s), your next and future account statements will be delivered to you in paper form via postal mail to your mailing address of record with the Bank.

SECURITY

You understand the importance of your role in preventing misuse of your account(s) and you agree to promptly examine your statements for each of your accounts as soon as you receive/access them.

Access to your Electronic Statements is protected by your Username and Password that are required to access your Online Banking service. Your Username and Password are confidential information that should be known only by you. Central Pacific Bank will not, for any reason, ask for your Username and/or Password. If anyone contacts you and requests this information, please notify our Customer Service Center immediately. You are responsible for keeping your Username and Password confidential.

HARDWARE AND SOFTWARE REQUIREMENTS

In order to view your electronic statement, you must have Adobe Acrobat Reader version 5.0 or higher. (To download a free copy of Adobe Acrobat Reader, go to <http://www.adobe.com>). You do not need any other hardware or software other than what you use to access Online Banking service. The Online Banking Agreement contains information on the hardware and software requirements necessary to access Online Banking service.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, express or implied, including any Warranty of Merchantability or Fitness for a Particular Purpose, in connection with the Electronic Statements provided to you under this Agreement. We do not and cannot warrant that Electronic Statements will operate without error, or that Electronic Statements will be available at

all times. You understand that there are risks to electronic delivery of account statements, notices and disclosures, including but not limited to, delay or failure of delivery due to technical difficulties, weather conditions matters beyond our reasonable control or interception and/or alteration of such statements, notices and disclosures by third parties despite the Bank's commercially reasonable security efforts. You agree that you have considered and accepted our security measures as commercially reasonable.

Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of Electronic Statements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through Electronic Statements.

COMMUNICATIONS BETWEEN THE BANK AND YOU

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

TELEPHONE: (808) 544-0500
1-800-342-8422 toll-free

MAIL: Central Pacific Bank
Customer Service Center
P.O. Box 3590
Honolulu, HI 96811-3590