

## MOBILE BANKING AND MOBILE DEPOSIT SERVICE AGREEMENT

Please read this agreement. It contains important information about Mobile Banking and Mobile Deposit Services. You should save or print a copy of this agreement for your future reference. If you do not have a printer, you may request a copy of this agreement by contacting Central Pacific Bank Attn: Customer Service Center, PO Box 3590, Honolulu, Hawaii 96811, by phone at 808.544.0500 or 1.800.342.8422.

The terms of this agreement are in addition to those that apply to any account or service you have with us, our Terms and Conditions Applicable to All Digital Systems, and our Deposit Account Agreement. By participating in this service, you agree to the following terms and conditions.

### DESCRIPTION OF OUR MOBILE BANKING SERVICE

Central Pacific Bank's ("CPB," "us," "we," or "our") Mobile Banking Service allows customers to access account information through a mobile device. Mobile Banking is offered as a convenience and is part of our Digital Banking services. We have several options under our Mobile Banking Services:

	Obtain Balance & Transaction History	Make Transfers Between Accounts	Make Bill Payments	Mobile Deposit Service
SMS Text Banking	x			
Web Based Banking	x	x	x	
Downloadable Mobile App	x	x	x	x

For more detailed information, visit our website at [cpb.bank](http://cpb.bank).

### DESCRIPTION OF OUR MOBILE DEPOSIT SERVICE

CPB's Mobile Deposit Service allows customers to deposit checks using CPB's downloadable Mobile Banking application and your mobile device's camera or video service. You can only deposit original checks payable to you. To make a deposit, you will capture an image of the front and back of the check using your mobile device's camera or video service and then transmit the check with other information to us for review and processing. Specific terms and conditions for using Mobile Deposit are provided in this Agreement.

### DEFINITIONS

"You" and "your" refer to the person or persons who have completed and submitted enrollment into our Digital Services.

"Mobile Banking Services" or "Mobile Banking" refer to the mobile based service by which Central Pacific Bank customers can access account information, view account activity, transfer funds between eligible accounts, find branch and ATM locations, money movement, debit card management and online statements.

"Mobile Deposit Services" or "Deposit Services" refer to the ability to deposit checks into eligible checking or savings accounts by use of an appropriately configured mobile device (download of our Mobile Banking app to your mobile device is required).

"Services" refers to both Mobile Banking Services and the Mobile Deposit Services defined above.

"Mobile Device" refers to a wireless mobile device such as a cell phone, tablet computer, or personal digital assistant.

"Business Days" are every day, except Saturdays, Sundays and federal holidays.

" Terms and Conditions Applicable to All Digital Systems" refers to the digital banking agreement that you agreed to when enrolling in any of our digital services.

## **HOW TO CONTACT US**

You can communicate with us in any of the following ways:

TELEPHONE: 808.544.0500 on Oahu; 1.800.342.8422 toll-free

MAIL: Central Pacific Bank  
Customer Service Center  
PO Box 3590  
Honolulu, Hawaii 96811-3590

## **GENERAL TERMS AND CONDITIONS**

This Mobile Banking and Deposit Service Agreement ("Agreement") governs use of the Mobile Banking Services and Mobile Deposit Services provided to you by Central Pacific Bank. This Agreement contains important terms and disclosures regarding the Services which you may access through a mobile device. It supplements our Terms and Conditions Applicable to All Digital Systems.

*Acceptance and Communications.* When you enroll in the Services by clicking "Enroll" or by otherwise using the Services, you agree to the terms and conditions of this Agreement by which CPB provides the Services to you. Your enrollment for and/or continued use of any of the Services indicates your continuing acceptance of the terms of this Agreement as modified from time to time. Your use of the Services may be made by use of certain numbers, codes, marks, signs, or other means of establishing your identity and your acceptance of the electronic communications that we establish from time to time. All such items for establishing your identity and validity of the electronic communications are referred to as "Access Information."

*Equipment.* To use the Services, you must have a supported mobile device, a camera for use of Mobile Deposit Services as defined below, a supported operating system, and a data plan for your mobile device. You are responsible for obtaining and maintaining internet service as well as the mobile device, operating system, and software necessary to ensure proper access to the Mobile Banking Service. CPB shall not be responsible for providing, servicing, or making any payments towards of any mobile device or its services. For some Mobile Services, you will need to download an application to your mobile device and, if so, the application will be available for download by clicking on the appropriate icon on the CPB website or at the various online stores for accessing applications. In the event we change or upgrade the Services, you are responsible for making sure that you upgrade the application software and understand how to use the software as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Services or your mobile device. You will be required to enter your username and password, and you may have to answer authentication questions or an out of band code before accessing Mobile Banking Services. Not all Digital Banking services and/or functions are accessible features on the Mobile Banking Service. For a description of our Services, read the section above titled "Description of our Mobile Banking Service." We may add, modify, or delete any particular function, Mobile Banking Service, or future service at any time. We do not guaranty that your particular mobile device and camera or video (for Mobile Deposit Services), mobile device operating system, or mobile carrier will be compatible with the Services.

*Security of Your Mobile Device and Account Information.* You are responsible for: (a) maintaining the confidentiality and security of your mobile device, access number, password, security questions and answers, account numbers, username, and any other security or access information you use to access the Services (collectively "Access Information") and (b) preventing unauthorized access to or use of the information, files, or data that you transmit or use in or with the Services. You agree not to supply your

Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email, and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to notify us immediately if you become aware of any loss, theft, or unauthorized use of any Access Information, including your mobile device.

*Geolocation.* Using our mobile app, the Services allow you to locate CPB branches and ATMs using the GPS functionality of your mobile device. If you choose to use this functionality, you must enable location services or its equivalent on the mobile device for this feature of the Services to function properly.

*Additional Limitations.* We do not guaranty the functionality of the Services on all mobile devices, communication networks, and/or geographic areas at all times. The 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 the Services or your inability to access the Services. Except as provided by applicable law, we will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of the communication systems or the Services resulting from the act or omission of any third party or from any other cause not reasonably within the control of CPB. Without limiting the foregoing, we do not assume responsibility for any such difficulties or any resulting damages that you may incur. The Service is restricted to only one 10-digit mobile telephone number per user access if using SMS/Text Banking.

*Third Party Interests.* We may use third-party service providers (including any Software provider) to help deliver the Services to you. These service providers may rely upon your agreements and representations in this Agreement and are third-party beneficiaries to this Agreement, with the power to enforce applicable provisions against you, such as the Software license below. Subject to your compliance with this Agreement, you are hereby granted a personal, limited, nontransferable, nonexclusive, and nonassignable license ("License") to use the Software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the Software on that new or different mobile device. This License shall be deemed revoked immediately upon (a) your termination of the Services in accordance with this Agreement, or (b) your deletion of the Software from your mobile device, or (c) our written notice to you at any time, with or without cause. If this License is revoked, you agree to promptly delete the Software from your mobile device. This provision shall survive revocation of the License.

a. Proprietary Rights. You are permitted to use content delivered to you through the Services only in reference to the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the related technology, including without limitation any Software or other mobile device applications associated with the Service.

b. No Commercial Use or Re-Sale. You agree not to resell or make commercial use of the Services.

*Fees.* Currently there are no fees for use of our Services. All service fees are subject to change by CPB upon 30 days written notice to you.

*Termination.* We reserve the right to change or cancel the Services at any time. We may also suspend your access to the Services at any time without notice and for any reason, including without limitation, your failure to login to the service for 120 consecutive days. You agree that we will not be liable to you or any third party for any discontinuance of the Services. Notwithstanding any such notice of termination, this Agreement shall remain effective with respect to any transaction that occurred prior to termination. Upon any termination of this Agreement, you will immediately cease using the Services. We may immediately suspend or terminate your access to the Services in the event that we reasonably determine that suspension or termination is necessary in order to protect the Services or CPB from harm or compromise of integrity, security, reputation, loss, theft, unauthorized use or operation. You may end

your use of the Services at any time by logging into Online Banking, clicking on the Mobile Banking menu under the Other Services tab.

## **MOBILE DEPOSIT SERVICE**

You accept responsibility for making sure that you understand how to use the Mobile Deposit Service before you actually do so. You will use the Mobile Deposit Service only in accordance with the instructions posted on our website or as provided on the mobile banking application. You must create an electronic image of checks to be deposited with the camera on your mobile device and then transmit the electronic image to CPB for deposit to your account. You agree to scan and transmit only original checks that are payable only to you. You also agree that you will use the Deposit Service to deposit checks drawn on financial institutions in the United States with a valid ABA routing number and denominated in United States dollars. CPB may use a processing agent to perform a quality assessment of the electronic image of the check and take steps necessary to facilitate the deposit and collection of the check. You agree that the manner in which checks are cleared, presented, or rejected for payment shall be determined by CPB in its sole discretion. We reserve the right to select the clearing agents through which we clear checks. In the event that the Deposit Service is interrupted, unavailable, or checks do not meet the requirements mentioned above, checks must be deposited in person at a branch, by a night drop facility, by mail, or any other acceptable method.

*Deposit Account.* Prior to submission of your deposit, you must select the account to receive the deposit from your eligible checking account(s). This will be considered your settlement account. You will be responsible for reviewing and balancing any settlement account.

*Deposit Prohibitions and Limitations.* You agree that you will **not** use the Deposit Service to deposit, attempt to deposit, or allow others directly or indirectly to deposit or attempt to deposit by any means, any of the following:

- Checks or items that are not payable to you
- Checks or items that are payable to you and another party who is not a joint owner of the account into which the check is to be deposited.
- Checks or items that have been altered or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Any image of a check that has already been deposited.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items not payable in United States currency.
- Checks or items dated more than six months before the date of deposit.
- Checks that are irregular in any way (e.g., where the numerical and written amounts are different).
- Registered government warrants.
- Checks payable to "Cash."
- Travelers checks, money orders, or postal money orders.
- Checks that have previously been returned unpaid for any reason.
- Checks or items for which you are aware that a stop payment order has been issued or for which there are insufficient funds.
- Checks that exceed the maximum daily or monthly aggregate deposit limits described in this Agreement.

Nothing in this Agreement shall be construed as requiring us to accept any check or item for deposit, even if we have accepted that type of check or item previously. We may, but are not obligated to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement or the Deposit Service. In the event that you or any third party makes or attempts to make a deposit in violation of this Agreement, you agree to defend, indemnify, and hold harmless CPB and its agents from and against all liability, claims, damages, and losses arising out of any claims, suits, or

demands brought by third parties with respect to any such check. You agree that the aggregate amount of any items deposited more than once will be debited from your account and, to the extent funds in your account are insufficient to cover this amount, any balance shall be debited by CPB from any of your other deposit accounts with CPB in its sole discretion. You further acknowledge that you and not CPB are responsible for the processing and handling of any original items that are imaged and deposited utilizing the Deposit Service and you assume all liability to the drawer of any item imaged using the Deposit Service or liability arising from CPB's printing of any substitute check from those images.

*Exception Items.* We may reject any electronic image that we determine to be ineligible for the Deposit Service ("Exception Item") including without limitation electronic images of checks that do not comply with the requirements of this Agreement. An Exception Item may be deposited only by depositing the original item on which the Exception Item is based. CPB's failure to identify an Exception Item shall not preclude or limit your obligations to CPB or otherwise limit CPB's remedies.

*Funds Availability.* Deposits via the Deposit Service will be made available and are subject to holds based on our standard funds availability policy. Please refer to the Deposit Account Agreement And Disclosure you received when opening your deposit account or you may request a copy by visiting your nearest branch or contacting our Customers Service Center at 808-544-0500 or toll-free at 1-800-342-8422. 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 agree that the imaging and sending of checks through the Deposit Service alone does not constitute transmission of the deposit until it is received by CPB. Except as expressly provided in this Agreement, deposits made through the Deposit Service are subject to all limitations and terms set forth in the relevant deposit agreement governing the settlement account as it may be modified from time to time, including without limitation to those related to deposit acceptance, crediting, collection, endorsement, processing order, and errors. If we have not accepted your deposit, we will provide a notification to you via email, mail or by telephone.

*Endorsements and Procedures.* Before transmission, you agree to restrictively endorse any check or item transmitted through the Deposit Service as "For CPB mobile deposit only" and your signature, or as otherwise instructed by CPB. You agree to follow any and all other procedures and instructions for use of the Deposit Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Deposit Service.

*Limitations.* You may not use the Mobile Deposit Service to deposit any one check in an amount greater than \$10,000. Your total deposits accepted through the Mobile Deposit Service will be aggregated and may not exceed \$10,000 in any one Business Day or \$30,000 in any calendar month.

*Check Retention and Destruction.* You agree that all checks belong to you and not to CPB and that those items shall be handled in accordance with this Agreement and any deposit account terms and conditions. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for 20 days from the deposit date. It is your responsibility to properly destroy and dispose of all original checks after this time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (a) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e. after the original checks have already been presented for deposit via the Deposit Service) and (b) unauthorized use of information obtained from the original checks.

*CPB Liability.* You assume exclusive responsibility for the consequences of any instructions that you give to us, for your failure to access the Services properly in a manner that we direct, and for your failure to supply accurate input information, including without limitation any information contained in an application used to access the Services. You acknowledge and agree that we will not be liable for any damages or loss of any kind resulting from any unintentional error or omission by CPB in providing the Services in accordance with this Agreement or in relation to an unintentional deviation from the terms and conditions of this Agreement. We will have no liability to you or any other person or entity for any loss,

damage, cost, or expense arising out of this Agreement or the Services regardless of the form in which asserted, except as provided by applicable law for any error or delay in performing the Services under this Agreement. In addition, we will have no liability for not effecting a transaction if (a) we receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law, (b) the ownership of funds involving a transaction is in question, (c) we suspect a breach of the security procedures, (d) we suspect that your account has been used for illegal or fraudulent purposes, or (e) we reasonably believe that a transaction is prohibited by federal law or regulation or is not authorized in this Agreement. Subject to Regulation E, we will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by us or if you fail to report a breach of your Access Information. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you will be limited as set forth below.

*Your Rights Under Federal Regulations.* Your Mobile Deposits are electronic fund transfers (EFT). The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers.

1. **Documentation.**

- **Periodic Statements.** You will get a monthly statement for your checking account, including Mobile Deposits.
- **Mobile App Deposit History.** Mobile Deposits that you make will appear in your app's Deposit History for 30 days.

2. **Consumer Liability.** Tell us AT ONCE if you believe your code or mobile device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your code or mobile device, you can lose no more than \$50 if someone used your code or mobile device without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code or mobile device, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 a hospital stay) kept you from telling us, we will extend the time periods.

3. **Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.

- If the ATM where you are making the transfer does not have enough cash.
  - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
  - There may be other exceptions stated in our agreement with you.
4. **In Case of Errors or Questions About Your Electronic Transfers.** Telephone us or write us using the Contact Information listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
- Tell us your name and account number (if any).
  - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - Tell us the 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 ten (10) business days.

We will determine whether an error occurred within ten (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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (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.

5. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
- To complete transfers as necessary;
  - To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
  - To comply with government agency or court orders; or
  - If you give us your written permission.

*Limitation on Damages against CPB.* CPB'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES THAT YOU SUSTAIN AND ONLY TO THE EXTENT THE DAMAGES ARE A DIRECT RESULT OF CPB'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF CPB RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED \$100. IN NO EVENT SHALL CPB BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS, WHETHER OR NOT CPB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CPB'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

*Disclaimer of Warranties.* YOU ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CPB IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICES AND WITHOUT ANY WARRANTIES OF ANY KIND. CPB EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CPB DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF THE SERVICES (INCLUDING WITHOUT LIMITATION THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.