TERMS AND CONDITIONS APPLICABLE TO ALL DIGITAL SYSTEMS
(CPB Business Online Banking)

Central Pacific Bank
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www.cpbbank

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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 and Conditions ("**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 these Terms and Additional Terms (defined below), and you consent to the collection and use of your data in accordance with these Terms.

The Services provided under these Terms are for business and commercial purposes only. By enrolling for the Services, you agree and warrant to us that the use of the Services by you and/or the Authorized Users (defined below) shall be solely for business and commercial purposes and that no consumer use of the Services shall be permitted under any circumstances. You further agree that any consumer use of the Services shall be immediate grounds for termination of these Terms and the Service.

When you apply for, enroll in, activate, download, or use any of the Services described in the App or these Terms or when you designate an Authorized User (defined below) to do so on your behalf, you are contracting for all Services described in these 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 these Terms include 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 these Terms and any Additional Terms will be construed together to the extent possible. For information about a service provider's 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 OR BY VISITING https://www.cpb.bank/personal-banking/digital-banking/tools-resources. 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 supplemented 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.

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. Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with the Service and memorize it rather than writing it down. **YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY OF THE USERNAME, PASSWORD, ACCESS CODE, OR OTHER LOGIN INFORMATION**. **You agree not to disclose or otherwise make your access code available to any person or service, including but not limited to an AI-enabled tool or agent, not authorized by you to sign**

on to your accounts. We will never contact you to ask you for your access code. If you authorize any person or service to have or use your access code, you understand that person or service may use the Service to review your account information and make account transactions, and you will be solely responsible for (1) ensuring that such person or service maintains the confidentiality of the username, password, or other login identification; and (2) any account transactions resulting from such person's or service's (including but not limited to AI-enabled tools or agents) access to the Service, even if such activity exceeds the authority you granted such person or service. 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. Protecting Your Security. Even though information exchanged through the Service is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service. You must notify us immediately if you suspect fraudulent activity on your accounts or if you believe that: (a) your password may have been lost or stolen; (b) a Device (defined below) you use to access the Service has been lost, stolen, or compromised; (c) someone viewed, downloaded, or deleted electronic records from your accounts without your permission. To notify us please call 808.544.0500 or toll-free 800.342.8422.. In the event of unauthorized use of your username and password, or any other security or authentication technique we use, you may be liable for resulting losses, to the extent permitted by law or regulation.

H. 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.

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.

J. Signature Requirement Waiver. Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic funds transfers. This means that you're allowing anyone you authorize to access the Services to individually make electronic fund transfers, even though his/her authority to

transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons.

K. **Additional Agreements**. You agree that:

(1) You are responsible for actions taken by anyone using the Service after signing in with your username and password, except as otherwise provided by law or regulation. We are entitled to rely and act upon instructions received under your username and password.

(2) You are responsible for keeping your username and password confidential.

(3) You are responsible for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.

(4) You are responsible for ensuring your computer operating system, software, browser version, plug-ins, and anti-virus software are all current and up-to-date.

(5) You are responsible for ensuring that you have a valid email address and phone number at all times.

(6) You will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your accounts, whether or not authorized by you, except as otherwise provided by law or regulation.

(7) You will immediately notify us at 808.544.0500 or toll-free 800.342.8422 to report any (a) actual or suspected unauthorized use of your username or password; (b) 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); (c) unauthorized transactions involving

any account; (d) a breach in the confidentiality of any password, or (e) other problems related to the Service.

(8) You will provide true, accurate, current, and complete information about yourself as requested.

(9) You will not misrepresent your identity.

(10) You will not use the Service for unlawful purposes, or purposes that are not permitted expressly or implicitly, by these Terms or by any applicable law or regulation.

(11) You will comply with all rules, policies, and procedures of networks through which you access and use the Service.

(12) You will not use the Service in a way that disrupts, damages, disables, overburdens, interferes, or impairs the Service, the networks through which you access or use the Service, or with any other party's use of the Service.

(13) You will not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute, or display any of the data or files from any such account.

(14) You will be responsible for and provide all computer, telephone, and other equipment, software (other than any software provided by us), and services necessary to access the Service. You will be responsible for appropriate safeguards for the aforementioned items.

(15) You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

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 are the property of CPB or our licensors or certain other third parties and 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. 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 these 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. For accounts in the name of a business entity such as a corporation, limited liability company, partnership, or otherwise, we may ask you to separately provide a certification of beneficial ownership. 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, internal fund transfers, 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.

C. **Alerts**. We may automatically send you certain alert messages via email, text message, push notification, and/or by other means, including to your Device or to any phone number you have provided to us. These messages may include notifications about potential fraud on your accounts, debit card or credit card, recent account activity, or changes to your online profile. You can opt not to receive push notifications by turning off push notifications on your Central Pacific Bank app. You may also opt out of receiving text messages by replying STOP at any time. In the event that you opt out of receiving text messages from us, you agree to accept the risk of not receiving timely notifications of potential fraud on your accounts, debit card or credit card, recent account activity, or changes to your online profile. You agree that: (a) alerts may be sent unencrypted, and may include your name and information pertaining to your account(s); (b) you may not modify, change, or alter the content of any alert message that we send to you; and (c) availability may be affected by your mobile carrier's coverage area and your mobile carrier's message and data rates may apply. Receipt of any of the alerts we send may be delayed or prevented by factor(s) affecting your internet/phone provider or other circumstances. We are not liable for losses or damages arising from: (i) non-delivery, delayed delivery, or erroneous delivery of any alert; (ii) inaccurate alert content; or (iii) your use or reliance on the contents of any alert for any purposes. We may change, modify, or cancel either the content or the delivery method of any automatic alerts.

4. **Administrator and Authorized Users**. Upon enrollment, you will be prompted to identify an Administrator (defined below) and Authorized Users (defined below). For purposes of these Terms, the Administrator is the person who has the authority to use the Service and to create other Authorized Users for the Services. An Authorized User is a person permitted to access some or all of the Services in relation to your accounts. The Administrator has the ability to add, edit, delete, and grant different levels of access to each Authorized User. In addition, the Administrator may place limits on the types of transactions for each account to which each Authorized

User is granted access. You agree that the Administrator shall have all rights, authorities, and account access granted to you under these Terms. This means that the Administrator will have access to information and may initiate online transactions for any of your accounts that may be accessed under these Terms, even if the Administrator is not an authorized signer on such accounts. You hereby authorize, confirm, and ratify any and all transaction activity or activities initiated by the Administrator and/or any Authorized User(s), even if the activity involves an account on which such person or persons is/are not a signer. This authorization shall remain in effect until you provide us with written notice that it has been revoked. You and the Administrator are responsible for notifying us of any change in the Authorized Users or for any change in the name, address, phone, email address, limitations, authorization, or identification details regarding each Authorized User.

5. Pending and Posted Transactions. The Service may identify certain debits or credits to your account as "Pending" or "Posted". Even after a debit or credit to your account shows as "Posted", this does not mean that the transaction cannot be reversed by us due to problems with your debit or credit, including but not limited to a check being returned unpaid or an ACH or wire being recalled.

6. Fund Transfers – External (ACH Services). If you request the ability to make fund transfers to accounts other than accounts held by us, you must first accept our separate agreement ("**ACH Agreement**") for automated clearing house ("**ACH**") services. If you are approved for ACH services, the services will be provided under the ACH Agreement as Additional Terms hereunder and you must fully comply with the terms and conditions of the ACH Agreement and these Terms including the Additional Terms. Transfer money only to individuals or businesses you trust. Fraudsters may attempt to deceive you into sending funds through scams such as impersonating friends, family, or law enforcement; claiming fake lottery or sweepstakes winnings; exploiting online dating platforms; promoting cryptocurrency or investment opportunities; or providing fake checks and asking you to wire back a portion of the funds. By initiating any funds transfer, you affirm that you know and trust the intended beneficiary (recipient).

7. Fund Transfers – Internal. Once you are provided access to your account through the Services, you may transfer available funds from your designated account to other accounts with us. **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES WILL NOT BE TREATED AS ELECTRONIC FUNDS TRANSFERS BY A CONSUMER ACCESS DEVICE UNDER THE PROVISIONS OF THE ELECTRONIC FUNDS TRANSFER ACT, REGULATION E, OR ANY OTHER FEDERAL OR STATE LAW. THEREFORE, YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE SERVICES. YOU AGREE TO ACCEPT ANY ADDITIONAL RISK ASSOCIATED WITH THE USE OF THE SERVICES AND AGREE TO ASSUME THE LIABILITY DESCRIBED IN THE TERMS.**

A. Deposit Account Transfer Limitations. Transfers from your deposit account may not be completed if you do not have sufficient funds in your account to do so, if the funds in your checking or savings account are subject to legal process or other encumbrances restricting the transfer, or if the funds in your account are subject to a hold on the funds pursuant to our current funds availability policy. You may not transfer funds from any of your savings accounts that are pledged as collateral for loans you have with us or a third-party. You may not use the Services to close or renew your time deposit accounts or transfer funds to and from your time deposit accounts.

B. Notice Requirements. We reserve the right to require you to give at least seven days notice in writing prior to any intended withdrawal from an account other than a demand deposit account (*e.g.*, non-interest bearing checking account) or a time deposit. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean we give up this right.

C. Cutoff Hours for Transfer Requests. Transfer requests made after 10:00p.m. (Hawaii Standard Time) may not post to your account until the next business day. You may designate when a transfer request is to be scheduled by entering the transfer date.

D. Amendments and Cancellations. You may cancel or amend a scheduled transfer request at any time before the transfer cut-off on the transfer date. Requests for amendment or cancellation of a transfer

request received by us after that time will be treated as a new transfer request to adjust or reverse the already consummated transfer request.

E. **Rejection of Transfer Requests**. We may reject any transfer request if (1) it fails to comply with these Terms, (2) it is incomplete, ambiguous, or does not conform to our requirements including the requirements of the App or system by which the transfer request is communicated to us, (3) you lack sufficient available funds (including any amount available under any overdraft protection plan, if any, linked to the account from which the funds are to come) to cover the transaction, or (4) the transaction would cause us to exceed any legal, regulatory, payment system, or government policy limitation (*e.g.*, the Federal Reserve Policy Statement on Payments System Risk). We also reserve the right to refuse any transfer request for any other reason without prior notice. If we refuse a transfer request for any reason, we will notify you of our refusal by phone, in writing, via text, or by facsimile no later than the next business day

8. **Line of Credit Advances**. To the extent available for approved line of credit accounts, you may obtain advances from your line of credit accounts, except for your credit card accounts, through the Services as applicable. By drawing on your approved line of credit account online with the Services, you agree that your line of credit account agreement is hereby amended to allow such an electronic transfer through the Services as a method to obtain an advance under your line of credit account. As amended, the remaining terms of the applicable line of credit account agreement shall remain in full force and effect. Line of credit advances must be transferred into one or more of your deposit accounts. You may not obtain an advance under your line of credit account and transfer the funds to us in order to make a monthly payment on any of your credit accounts. All advances on your line of credit accounts are subject to any minimum draw and other transaction requirements contained in the applicable line of credit account agreement. Apart from these Terms, you may still use any other method to obtain advances on line of credit accounts to the extent permitted in the line of credit account agreement.

9. **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.**

10. **Disclosure of Account Information**. We may disclose information about your accounts to credit 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 policies, 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

11. **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.

12. **Updates to Terms**. As the Service evolves, these 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.

13. **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 THESE 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.

14. **Governing Law and Dispute Resolution**. At your or our request, any claim or controversy that arises out of or relates to these Terms or the Services will be submitted to mediation and arbitration in accordance with the Terms and Conditions of Your Account, and within the one-year time limitation set out in the Terms and Conditions of Your Account. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL. This agreement is governed by the laws of the State of Hawaii and applicable federal law.

15. **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 Services 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.

16. **Limitation on Our Obligations**. We won't be obligated to honor, in whole or in part, any transaction or instruction that: (a) is not in accordance with any term or condition of these Terms or any other agreement that applies to the relevant accounts; (b) we have reason to believe may not be authorized by you or any other person whose authorization we believe necessary; (c) we have reason to believe involves funds or other property subject to a hold, dispute, restriction, or legal process we believe prevents the transaction or instruction; (d) would violate any applicable rule or regulation of any federal or state regulatory authority: (e) is not in accordance with any other requirement of our policies, procedures, or practices; or (f) we have other reasonable cause not to honor for our or your protection.

17. **General Provisions**. The following general provisions are part of these 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 an Authorized User for 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 these 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 and consent or approval in one instance shall not be construed as consent or approval in any other instance.

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) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) any negligent or intentional act or omission by you in the performance of your obligations under these Terms; (v) 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, (vi) 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, (vii) your breach of any representation, warranty, covenant, or obligation in these Terms, (viii) any other party's access and/or use of the Service with your account, and (ix) 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.

18. **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. **Bill Payment Service and Zelle and Other Payment Services**. Additional Terms for these services are provided in a separate agreement.

B. **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.

C. **Money Manager – Account Aggregation Service**. Additional Terms for this service can be found on the Tools & Resources page.

D. **Mobile Banking and Mobile Deposit Service**. Additional Terms for this service can be found on the Tools & Resources page.

E. **Notifi – SMS Text Banking and Notification Service**. Additional Terms for these services are provided in a separate agreement.