

# Important Notice for Consumer and Business Deposit Account Customers

## **CHANGE OF TERMS NOTICE AND AMENDMENT TO YOUR ACCOUNT AGREEMENT AND SCHEDULE OF FEES**

Effective February 27, 2010, (the "Effective Date"), we are amending your Rules and Regulations booklet (your "Account Agreement"), and Schedule of Fees. We encourage you to read this Change of Terms Notice and Amendment to your Account Agreement and Schedule of Fees, and save it for future reference.

---

## **FUNDS AVAILABILITY POLICY**

### **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays.

If you make a deposit in person before 3:00 p.m. or the posted time at one of our automated teller machines which accepts deposits, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the aforementioned times or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **LONGER DELAYS MAY APPLY:**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the third business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made with one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eighth business day after the day of your deposit.

We reserve the right to refuse or return any deposit, to limit the amount of any deposit, or to accept a check or item for collection only.

### **SPECIAL RULES FOR NEW ACCOUNTS:**

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total

deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other checks deposited will be available on the twelfth business day after the day of your deposit.

#### **HOLDS ON OTHER ACCOUNTS:**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

---

#### **HOLD POLICY FOR SAVINGS, CERTIFICATES OF DEPOSIT, AND INSURED MONEY MARKET ACCOUNTS**

It is Central Pacific Bank's policy to provide the earliest realistic availability of funds on deposited items, but we reserve the right to place a "hold" for the amount of the checks you deposit until we have collected those funds.

"Holds" are placed to reduce the risk of checks returned for insufficient funds or any other reason to customer accounts in which the balance is insufficient to cover the return item. Normally, "holds" will be placed on checks deposited if:

- Your account is new, and it has not yet developed enough history of activity for us to know you.
- You deposit a check for an unusually large amount.
- Your check is issued by a person or organization whose reliability is not known to us.
- Your check is drawn on another bank or financial institution.

When we must place a hold on your deposit, we will normally give a written notice of the hold with the estimated time it will take for the check to be paid. If a hold is placed on a CPB Express Drop deposit, Mail deposit, CPB ATM deposit or Night Depository deposit, you will receive a written hold notice by mail.

Normally, holds will be placed for not more than 10 business days on checks drawn on an out-of-state financial institution, and for not more than 4 business days for checks drawn on a Hawaii financial institution.

Deposits into any interest bearing account will begin to earn interest as soon as they are made whether or not a hold is placed on the deposit. However, deposits of non-cash items (for example, checks) will begin to accrue interest no later than the business day we receive credit for your deposit in accordance with the Expedited Funds Availability Act.



**CENTRAL PACIFIC BANK**

Terms, conditions and restrictions may apply and are subject to change.



## IMPORTANT AGREEMENTS AND DISCLOSURES ABOUT YOUR CHECKING ACCOUNT

In this Important Agreements and Disclosures About Your Checking Account, the words “you” and “your” mean each person applying for a new Checking Account (your “account”) online and the words “we”, “us” and “our” mean Central Pacific Bank.

Your agreement with us. By clicking on the link to review this document and checking the box to confirm that you have reviewed it, you are agreeing to the disclosures, and the terms and conditions set forth below. Please note that the document below is the document that governs your account and if you request a printed copy of this document (see below), the printed version may be more than one document (i.e., our Rules and Regulations Governing Checking Accounts, Current Rates Schedule, Schedule of Fees, etc.), and the printed documents may contain information about all of our deposit accounts and not just the checking account you are applying for online.

Since this document contains the terms and conditions that apply to your account, you should review the document carefully and retain a copy for your records either by printing a copy or saving a copy to your storage device. You can print this document while you are reviewing it online. **Please also note that this document contains separate links to the current Schedule of Fees for your account, and if you are applying for an Interest Checking Account, a link to the Current Rates Schedule for the current interest rate and Annual Percentage Yield for your account. You should separately retain copies of the Current Rates Schedule and Schedule of Fees for your records either by printing a copy or saving a copy to your storage drive. If you have problems accessing, saving or printing the Current Rates Schedule and/or Schedule of Fees, please do not continue with your application and contact us immediately.** In addition, you can request (a) paper cop(y)ies of all of those documents.

Disclosures and Agreements Included Below. This document includes the following disclosures and agreements governing the checking account you are applying for:

- Initial Account Deposit Authorization and Agreement
- Totally Free Checking Account Disclosures
- Free *Plus* Checking Account Disclosures
- Our Consumer Privacy Policy
- Rules and Regulations Governing Personal Checking Accounts

**Reminder: You cannot write checks on your account until we have received your completed and signed signature card.**

---

---

## INITIAL ACCOUNT DEPOSIT AUTHORIZATION AND AGREEMENT

The following describes the two ways you may make your initial deposit to open your new deposit account with us. If your application to open your new deposit account is approved, you can make your initial deposit by either mailing us a check, or authorizing an electronic funds transfer from another account. Each option is described below.

**Reminder:** You must deposit at least \$50.00 to open your account. Please refer to the Account Funding Authorization and Agreement for details about your initial deposit to open your account online.

---

### **INITIAL DEPOSIT – YOUR CHECK SENT BY MAIL**

Deposit by mailing check. You can make your initial deposit into your new deposit account by mailing us a check, which must be for at least \$50.00. Please mail your check to Central Pacific Bank, ATTN: Online Account Opening, P. O. Box 3590, Honolulu, Hawaii 96811-3590.

A hold on your deposit is possible. Your initial deposit, if made by a check, will be subject to our regular Funds Availability Policy which is included in our Rules and Regulations Governing Totally Free Checking Accounts (the “Rules”) below. As stated in the Rules, if we place a “hold” on your account, we will send you an e-mail notice to tell you when the funds will be available for withdrawal.

Do not send cash deposits by mail. You should not mail us cash for your initial deposit. However, if you do mail us cash, you agree that our count of the amount mailed to us will be final for all purposes.

If you have questions. If you have questions about mailing us a check for your initial deposit, please call us at (808) 544-0500 from Oahu, and toll free at (800) 342-8422 from the Neighbor Islands and the Continental United States.

---

### **INITIAL DEPOSIT – YOUR AUTHORIZATION FOR AN ELECTRONIC FUND TRANSFER**

Deposit by electronic funds transfer. You can make your initial deposit into your new deposit account by authorizing an electronic transfer of funds from your account at another financial institution. You must authorize an electronic transfer of at least \$50.00 to open your new account if you make your initial deposit by an electronic transfer of funds, but you cannot authorize an electronic transfer of funds in excess of \$2,000.00 or your application will not be processed. To the extent necessary, the Rules are modified by the terms and conditions stated below.

Authorization for electronic funds transfer. You hereby authorize us to: (i) initiate a debit entry to your account described on the Fund Your Account screen at the depository financial institution listed on the Fund Your Account screen, and (ii) credit the amount to your new deposit account with us. You acknowledge and agree that the origination of this electronic funds transfer to your



new account must comply with the provisions of U.S. law. You also understand that this is an authorization for a one-time electronic funds transfer. This means that you do not have the opportunity to terminate the authorization because the transaction will occur virtually simultaneously upon your authorization of the transaction.

Electronic funds transfer terms and conditions. These terms and conditions apply to your one-time authorization to make your initial deposit into your new account with us by an electronic funds transfer. You are authorizing us to debit your account at another financial institution and to credit that amount to your new deposit account with us, in the amount you enter on the Fund Your Account screen. The Rules contain important information about other types of electronic funds transfers that you can make using your new account after it has been opened. There is no fee or charge for the right to make your initial deposit by authorizing an electronic funds transfer.

**1. Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe that an electronic fund transfer has been made from your account without your permission. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

**2. Contact In Event of Unauthorized Transfer.** If you believe that someone has transferred or may transfer money from your account without your permission, call (808) 544-0500, or toll-free at 1-800-342-8422 or write to us at Central Pacific Bank, Customer Service Center, P.O. Box 3590, Honolulu, HI 96811-3590. You should also call or write to us at the same phone number/address if you believe a transfer has been made using the information from your check without your permission.

**3. Our Business Days.** Our business days are Monday through Friday, except for certain holidays.

**4. Confidentiality.** We will disclose information to third parties about your new account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission; or
- As described in our Consumer Privacy Policy which appears below.

**5. Documentation of Transfers.** Your initial deposit will appear on the first monthly statement you receive for your new deposit account with us.

**6. No Right to Stop Payment.** Since your initial deposit to fund your new account is a one-time transaction, you do not have the right to request a stop payment on this transaction. If



you have questions about your electronic funds transfer after it has been processed, please call us at the telephone number listed in Section 8 below.

7. **Our Liability.** 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 transfer would go over the credit limit on your overdraft protection credit line.
- If the 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 transfer, despite reasonable precautions we have taken.
- If you do not have enough money in your account because we placed a hold on your account or your account is subject to legal process or other claim.
- There may be other exceptions not specifically stated here.

8. **In Case of Errors or Questions About Your Electronic Transfer.** Telephone us at (808) 544-0500, or toll-free at 1-800-342-8422 or write to us at Central Pacific Bank, Customer Service Center, P.O. Box 3590, Honolulu, HI 96811-3590, 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 you the **FIRST** statement on which the problem or error appeared. When reporting an error or requesting more information:

- Tell us your name and account number.
- 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.



For errors involving new accounts, point-of-sale, 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 decided that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

**TOTALLY FREE CHECKING ACCOUNT DISCLOSURES**  
**[03/08]**

If you are applying for a Totally Free Checking Account, please refer to the “Totally Free Checking Account Disclosures” immediately below and the Rules in this document for more information about your account.

**Totally Free Checking Account Disclosures**

**Interest Rate Information:** There is no interest on the balance in your account.

**Minimum Balance Requirements:** To open your account, you must deposit a minimum of \$50.00. There is no monthly service charge on this account.

**Limited Transactions on your Account:** Your initial deposit to open your account may not exceed \$2,000.00 if you make your initial deposit by authorizing an electronic transfer of funds.

**Applicable Fees:** There is no monthly service charge on this account. However, please refer to our [SCHEDULE OF FEES](#) for information on other fees, such as insufficient funds fees, which may be assessed to your account. **IF YOU CLICK ON THE SCHEDULE OF FEES BUT CANNOT ACCESS THE SCHEDULE OF FEES, PLEASE DO NOT PROCEED ANY FURTHER WITH YOUR APPLICATION AND CONTACT US IMMEDIATELY BY CALLING OUR CUSTOMER SERVICE CENTER AT 808-544-0500 or 1-800-342-8422.**

**Check Safekeeping:** Check Safekeeping service for your canceled checks is required.

---

---

**FREE PLUS CHECKING ACCOUNT DISCLOSURES**  
**[09/08]**

If you are applying for a Free *Plus* Checking Account, please refer to the “Free *Plus* Checking Account Disclosures” immediately below and the Rules in this document for more information about your account.

**Free *Plus* Checking Account Disclosures**

**Interest Rate Information:** At our discretion, the interest rate and annual percentage yield may change at anytime after your account is opened. Please refer to our [CURRENT RATES SCHEDULE](#) for the current interest rate and annual percentage yield. **IF YOU CLICK ON THE CURRENT RATES SCHEDULE BUT CANNOT ACCESS THE CURRENT RATES SCHEDULE, PLEASE DO NOT PROCEED ANY FURTHER WITH YOUR APPLICATION AND CONTACT US IMMEDIATELY BY CALLING OUR CUSTOMER SERVICE CENTER AT 808-544-0500 or 1-800-342-8422.**

The daily collected balance method is used to calculate the interest on your account. This method applies to a periodic rate to the principal in the account each day. Interest is compounded on a daily basis and credited to your account on the statement day of each month. If your account is closed before interest is credited, you will not receive the accrued interest. For each day that your balance falls below \$1, interest will not accrue.

Balances from \$1 to \$25,000 receive a higher interest rate and annual percentage yield if the transaction requirements are met. Interest will be paid at a lower interest rate and annual percentage yield on balances greater than \$25,000 and, on the entire balance, if transaction requirements are not met.

**Minimum Balance Requirements:** To open your account, you must deposit a minimum of \$50. There is no monthly service charge on this account.

**Transaction Requirements of the Account:** To receive the higher stated interest rate and annual percentage yield, the following transaction requirements must be met each calendar month.

- 15 or more debit card transactions (point-of-sale purchases) posted to your account, excluding ATM transactions.
- A qualified Direct Deposit which is defined as a recurring electronic Direct Deposit of a paycheck, pension, Social Security or other regular monthly income posted each calendar month. Transfers from one account to another or deposits made at a branch or ATM do not qualify as Direct Deposits.
- Check Safekeeping service is required for your canceled checks.

**ATM Fees Waived:** We will reimburse you up to \$3 per transaction for ATM surcharge(s) incurred nationwide to a maximum of \$20 per calendar month. ATM surcharge reimbursements are earned when transaction requirements are met. ATM transactions do not count toward the monthly Debit Card transaction requirements.

**Limited Transactions on Your Account:** Your initial deposit to open your account may not exceed \$2,000 if you make your initial deposit by authorizing an electronic transfer of funds



**Applicable Fees:** Please refer to our [SCHEDULE OF FEES](#) for information on fees that may be assessed to your account. **IF YOU CLICK ON THE SCHEDULE OF FEES BUT CANNOT ACCESS THE SCHEDULE OF FEES, PLEASE DO NOT PROCEED ANY FURTHER WITH YOUR APPLICATION AND CONTACT US IMMEDIATELY BY CALLING OUR CUSTOMER SERVICE CENTER AT 808-544-0500 or 1-800-342-8422.**

---

---

## CONSUMER PRIVACY POLICY

At Central Pacific Financial Corporation, and our affiliated companies, we are committed to customer confidentiality and privacy<sup>1</sup>. Our employees treat the information we have concerning individual customers<sup>2</sup> in the same responsible, confidential way that we want our own financial affairs treated. **While we respect the privacy of all individuals and the relationships we have established, this policy does not apply to any business account(s) you may have.**

We want you to be informed of our commitment to protect the privacy of your personal financial information with the following privacy principles<sup>3</sup>:

### COLLECTING INFORMATION

We collect and retain customer information to offer you better service, more convenience, and to help you learn more about products and services that may be of interest to you. Customer information may be collected from a variety of sources, such as the following:

- **Application Information.** Information we receive from you on applications or other loan and account forms, such as your income and accounts;
- **Transaction and Experience Information.** Information about your transactions with us and our affiliates;
- **Consumer Report Information.** Information we receive from a consumer report, such as your credit history or creditworthiness; and
- **Information From Outside Sources.** Information from outside sources with your consent.

### INFORMATION WE DISCLOSE

#### A. Within Central Pacific Financial Corp.

The Central Pacific Financial Corp. family is made up of companies providing financial and other services, including Central Pacific Bank (CPB), Central Pacific HomeLoans, Inc., a mortgage broker, and others. We may share the customer information we collect described in the "Collecting Information" section with Affiliates. By sharing information with Affiliates, we hope to better serve your financial needs. You may, however, opt-out of the use of such information by CPB and its affiliates for marketing purposes.

#### B. With Outside Companies

We may share the customer information we collect described in the "Collecting Information" section, but only to the extent permitted by law with the following types of companies outside Central Pacific Financial Corp.:

- Financial service providers selected to provide our customers with specialized financial services, such as securities broker dealers or insurance companies. We disclose information only when we believe that this information is needed to offer you the product or service.
- Companies that provide support services for us for the purposes of servicing your account or performing marketing or similar services on our behalf or to financial institutions with whom we have joint marketing agreements, such as companies that provide you products and services that you've requested or already have with us. These companies may include check printers and companies that prepare or mail account statements. These companies are subject to contractual confidentiality provisions and may use the customer information we share only to provide the services we ask them to perform for you and us.

#### C. In Other Situations



We may also disclose certain customer information to government entities, credit bureaus and similar organizations, and otherwise as permitted by law. For example, customer information may be disclosed in connection with a subpoena or similar legal process, a fraud investigation, the recording of a mortgage in public records, or to provide information with your consent.

#### **D. Credit Bureau Information**

In the regular course of business, Central Pacific Financial Corp. provides information to and obtains information from reputable credit reporting agencies in accordance with applicable laws and regulations. **If you believe that any of our Affiliates may have reported inaccurate information about any of your accounts to a consumer reporting agency please contact us at (808) 544-0500 (on Oahu), 1-800-342-8422 (Neighbor islands, continental U.S., Guam, Saipan, or Canada) or by Text Telephone (TTY) (808) 532-4920.**

We may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **FORMER CUSTOMERS**

If you decide to close your account(s) or become an inactive customer, we will continue to honor your request to opt-out of information sharing; however, you may receive marketing offers.

#### **SECURITY PROCEDURES**

We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

#### **MEDICAL INFORMATION**

You may sometimes provide medical information to us as part of an application for insurance. We do not share medical information among our family of companies or with third parties except to those who require access to this information in order to process the application. **We will not obtain, use, re-disclose or share – internally or externally – personal identifiable medical information in determining credit eligibility except as allowed by law, as disclosed to you when the information is collected, or when you consent.** Medical information (such as information related to your past, present, or future physical or mental health or condition) or the provision or payment of such healthcare services obtained as part of an application for insurance is shared only with those who require access to this information in order to process the application.

#### **INTERNET PRIVACY ON CPB'S WEB SITE**

For each visitor to CPB's web site ([www.centralpacificbank.com](http://www.centralpacificbank.com)) we automatically recognize the following visitor information:

- A visitor's Internet Service Provider (for example, America Online or GST Hawaii Online), but not your specific e-mail address. For example, if your e-mail address is "SamSmith@GTE.net," only the "GTE.net" part of the address is recognized.
- Aggregate visitor information on pages which customers visit.

#### **OTHER INFORMATION ABOUT OUR WEB SITE**

- **Children visiting CPB's web site.** We are confident that parents will not judge any of the information provided by CPB as objectionable for viewing by their children.

- **Customers using CPB's online services.** For customers using CPB's online services, all visitor information is collected along with any information that you volunteer as a customer while using CPB's web site.
- **Links to, or from, CPB's web site.** CPB is not responsible for information practices employed by websites linked with our web site. Generally, links to non-CPB web sites are provided solely as pointers to information on topics that may be useful to users of CPB's web site.
- **Encrypted information.** Information provided on CPB's web site is encrypted or scrambled in order to secure information.

## **RESIDENTS OF CALIFORNIA**

Under the California Financial Information Privacy Act, financial institutions are prohibited from disclosing nonpublic personal information to any nonaffiliated third party without prior written consent from the consumer (the consumer has opted-in) except as permitted by law.

The State of California is an opt-in state, meaning residents must submit a written request to have nonpublic personal information shared. Central Pacific Financial Corp. adheres to all applicable state and federal laws.

## **MARKETING OFFERS**

From time to time Central Pacific Financial Corp. may offer products or services to you by mail, phone or e-mail. Although you may choose to opt-out from marketing offers, you may still receive statements (which may include marketing materials), account-related notices or other information.

## **HOW TO OPT-OUT**

By making customer information available to Affiliates within Central Pacific Financial Corp. and carefully selected outside companies, we are able to provide better service and offer financial services and products we believe you will value. We will honor your opt-out request throughout Central Pacific Financial Corp. except as permitted by law.

### **Opt-Out Selections:**

**Selection #1:** I do not wish to have the following information shared with other companies in or any entity outside of Central Pacific Financial Corp.'s corporate family:

- Information from my applications to be used to determine my eligibility, such as my income.
- Information from credit reports, such as my credit history.
- Information from sources used to verify information I provide to you, such as outstanding loans or employment history.

If you elect opt-out selection #1, please be aware that we may share other types of information within our corporate family. For example, we may share name and address, information about transactions or balances with us, as well as survey results.

**Selection #2:** I do not wish to receive marketing offers from Central Pacific Financial Corp. except as outlined in this notice.



You may contact us to provide or change your privacy selections as stated above, by:

- Calling us at:  
**(808) 544-0500 (on Oahu), or**  
**1-800-342-8422 (Neighbor islands, Continental U.S., Guam, Saipan, or Canada.) or**  
**(808) 532-4920 Text Telephone (TTY)**
- Writing us at:  
**Central Pacific Financial Corp.**  
**Centralized Transaction Operations**  
**Attention: Opt-Out**  
**P.O. Box 3590**  
**Honolulu, Hawaii 96811-3590**

If you have already provided an opt-out to us, you need not opt-out again. Your prior opt-out remains in effect until revoked in writing.

If you have a joint account, we will treat an opt-out direction by any account owner as applying to the entire account.

<sup>1</sup> In this Consumer Privacy Policy, we refer to all Central Pacific Financial Corp. affiliated companies collectively as "Central Pacific Financial Corp.," and we refer to any one company within Central Pacific Financial Corp. as an "Affiliate."

<sup>2</sup> This Privacy Policy applies only to consumer customers, that is individuals who obtain financial products or services primarily for personal, family, or household purposes.

<sup>3</sup> This Privacy Policy applies to those companies in Central Pacific Financial Corp. that offer consumer products and services. These companies include Central Pacific Bank and Central Pacific HomeLoans, Inc., which we refer to collectively as "we," "us," or "our."

This privacy policy may change from time to time. You may also obtain a copy at Central Pacific Bank branches or visit our web site.



This privacy policy may change from time to time.  
You may obtain the most current copy at CPB branches or visit CPB's web site.  
This privacy policy is effective as of September, 2008.

---

---

## **RULES AND REGULATIONS GOVERNING PERSONAL CHECKING ACCOUNTS AT CENTRAL PACIFIC BANK**

### **DEAR CUSTOMER:**

Welcome to Central Pacific Bank.

Please read this booklet carefully. It contains the rules governing your Central Pacific Bank Personal Savings Account, which we will call "your account".

When used in these Rules and Regulations Governing Personal Savings Accounts at Central Pacific Bank (these "Rules"), the words "CPB," "Bank," "We," "Us," and "Our" refer to Central Pacific Bank and the words "You" and "Your" refer to each and all of you who applied online to open your account and who signed the signature card for your account. By clicking on the link to review this document and checking the box to confirm that you have reviewed it, you are agreeing to these Rules.

---

### **TAXPAYER'S IDENTIFICATION NUMBER**

The Internal Revenue Service requires us to obtain a Taxpayer's Identification Number (TIN) for all accounts. For most individual taxpayers, the TIN is the Social Security Number. Additionally, for every account that earns interest, you must certify under penalty of perjury that the TIN that you supply us is correct and that you are not subject to backup withholding.

We may be assessed with a fine if we report an incorrect TIN or if you do not provide us with a TIN. We shall debit your account for any fine assessed against us if you provided us with an incorrect TIN or failed to provide us with a TIN. We reserve the right to refuse to open any account for which you do not provide us with a TIN.

We will adhere to Internal Revenue Service tax reporting guidelines with regard to interest reporting on your deposit account (e.g., 1099-INT or other 1099 as applicable) and any other tax reporting requirements, as applicable. The Internal Revenue Service imposes reporting requirements on us for reporting of interest income earned on deposit accounts.

In accordance with Federal Law, we are required to backup withhold a percentage of all interest paid to your account(s) if: (1) you fail to provide us with a certified TIN, (2) the Internal Revenue Service notifies you that you are subject to backup withholding, (3) the Internal Revenue Service notifies us that you furnished an incorrect TIN, or (4) the Internal Revenue Service notifies us to begin backup withholding on you. The backup withholding percentage rate is equivalent to the 4th lowest tax rate for single individuals, and this rate is subject to change from time to time. For example, in 2006, the 4th lowest tax rate was 28%.

If you are exempt from backup withholding and information reporting, you must indicate your exempt status on the account signature card and also furnish your TIN. If you are a nonresident alien individual or a foreign corporation, partnership, estate or trust, you are required to



complete Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner For United States Tax Withholding," to certify under penalty of perjury your nonresident alien status. Joint holders of a qualifying account, who are each exempt foreign persons, should each sign and provide a separate Form W-8BEN.

---

### **CUSTOMER IDENTIFICATION REQUIREMENT**

In accordance with Federal Law, Section 326 of the USA Patriot Act, signed into law on October 26, 2001, all financial institutions are required to obtain, verify, and record information that identifies each person who opens an account. When you open an account with the Bank, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identification card. For formal trust accounts, business accounts and accounts other than consumer accounts, we will ask for documents which clearly identify the trust, business, or entity. (The USA Patriot Act is a Federal Regulation signed into law on October 26, 2001 by President George W. Bush. For more information about Federal Law, USA Patriot Act, Section 326, customer identification requirements, please refer to the Federal Register - 12 CFR Part 326.) In addition, we may use a third party service to verify and obtain information regarding your previous banking relationships. We also may report the status, history, and/or closure of your account to such third party services.

---

### **AUTHORIZED SIGNERS/MULTI-PARTY ACCOUNTS**

Your signature card identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services and otherwise give us instructions regarding your account. The authorized signers are noted on the signature card. Any one of the authorized signers may sign checks, orders, instruments, documents or other instructions regarding your account, or make deposits into or withdrawals from your account, or make changes to your account, or close your account, except and unless where we expressly agree in writing to some other arrangement.

Authorized signatures are valid even if the principal-agent relationship is not indicated on the check, instrument, document or instructions signed by the agent.

If you have a certificate of deposit, any authorized signer may negotiate or endorse the certificate. We may require any or all signatures to effect a withdrawal.

If the authorized signers of your account change, we may continue to honor checks and instructions by previously authorized signers unless you notify us in writing not to do so. Unless you specify a later date, changes will be effective the day following our receipt of your written instructions. If you have authorized the use of a facsimile signature device, we will not be liable to you if we honor a signed instruction that bears or appears to bear your facsimile signature even if it was made by an unauthorized person or with a counterfeit facsimile device.

In the event there is a dispute between the parties to your account as to the authorization of any signer to transact business to your account, we reserve the right to freeze your account until



such time as the matter is resolved to our satisfaction. We will not be liable for suspending your account so long as we acted in good faith and/or in accordance with the law.

Any notice, statement, material or other information mailed or presented to you will be considered to be given to all of you.

**Joint Tenants:** If your account is opened with others in joint tenancy, each owner will have equal ownership interest or right to the entire balance of your account. If one joint tenant dies, ownership automatically passes to the other surviving joint tenants. Any one of you is fully authorized to take any action related to your account on behalf of all of you, including but not limited to making withdrawals or transfers, stopping payment of preauthorized payments or transfers, endorsing checks or other items for deposit, terminating your account and receiving funds in your account. However, we may require all of your signatures if there are conflicts among you. Any notice, statement, or other material or information we mail or deliver to one of you will be considered to have been mailed or given to all of you.

**Fiduciary Accounts:** Fiduciary accounts include a variety of relationships in which a party handles assets and property for the benefit of another. If you have been appointed as a trustee, guardian, executor, or administrator of another, you must provide us with the necessary documents establishing your authority to administer the estate, trust or guardianship and to maintain a bank account.

**Informal Trust Accounts:** If you open an informal trust account, you will have control to deposit and withdraw funds without a trust or other legal agreement. You may establish an informal trust account by depositing funds in trust for a beneficiary. More than one person may act as trustee on an informal trust account. The trustees are the owners of the funds in your account during their lifetimes and may withdraw funds from your account or delete or change the beneficiary at any time. Upon the death of the last surviving trustee, we will pay the funds in your account to the beneficiary. If the beneficiary predeceases the last surviving trustee, the funds will be paid to the personal representative of the beneficiary.

**Power of Attorney:** We may, in our sole discretion, recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your account until we receive actual written notice that you have revoked the power of attorney. You or the person to whom you have given a power of attorney (your "attorney-in- fact") must provide the original power of attorney executed by you. We may refuse to accept a power of attorney (i) that is not a durable power of attorney; (ii) that has not been recently executed; (iii) that names more than one attorney-in-fact; (iv) that has not been notarized; or (v) that is any other way not in a form acceptable to us. We may refuse to permit the attorney-in-fact to conduct a transaction not specifically described in the power of attorney. We will not be liable to you for any transaction performed by your attorney-in-fact.

**Multiple Signatures:** We will not assume any responsibility to confirm that two or more (or any combination of) authorized signers have approved any check, item or transaction, except and unless we have expressly agreed to assume such responsibility. Any agreement by us to confirm that two or more (or any combination of) authorized signers have approved any check, item or transaction (check, item, transaction being collectively referred to herein as "transaction"), will be subject to the following conditions and limitations: (i) we must expressly agree to provide this additional service; (ii) you must use checks that have the required number of signature lines and bear a legend above the signature lines stating the number of signatures that are required; (iii) we reserve the right to limit our review of transactions to only certain



transactions; (iv) our maximum liability for any transaction that does not have the proper multiple signatures/approvals will be the lesser of either: (1) the amount of the transaction or (2) \$25, subject in every case to your providing us with sufficient evidence of loss, and provided that neither you nor any third party has contributed to causing the loss; (v) in lieu of original written signatures we may accept approvals based on verbal, electronic, facsimile or other forms of communication, without having to verify the source, and shall not be liable for relying on such communications; and (vi) we reserve the right to charge for this service, change or discontinue this service any time upon sending a notification to you at your last known address in our records. Any separate written agreement that we may enter into regarding our confirming multiple signatures/approvals, will automatically incorporate the foregoing conditions and limitations and be subject to such other or further terms and conditions as we may impose.

---

## DEPOSITS

Deposits can be made at any of our branches or by mail, addressed to the branch where your account is maintained. Currency deposits should only be sent by registered mail. If you have a properly encoded Central Pacific Bank CPB Express Card or VISA® CheckCard, you may make deposits at select CPB automated teller machines (ATM). Deposits made through our ATM may not be credited to your account until the following business day.

If any check or other item is presented for deposit without the necessary endorsement, we may endorse it for any or all of you. We reserve the right to refuse items which bear more than one endorsement or the endorsements of individuals who are not known to us.

We act as collecting agents when receiving checks or any items other than cash and will forward these items for collection for you at your risk. All such items are credited to your account subject to payment, and we reserve the right to charge your account for the amount that is not collected or paid. We will notify you verbally or in writing of deposited items returned unpaid. We may impose a fee for each item charged back to your account, plus any applicable interest and other charges. Funds from deposits may not be available for immediate withdrawal. Please refer to the Bank's Funds Availability Policy or Hold Policy for Savings, Certificates of Deposit, and Insured Money Market Accounts.

We will not be liable for the negligence of our correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We may handle any items and their proceeds in accordance with applicable Federal Reserve and Clearing House rules.

Items drawn on financial institutions not located in the United States, bond coupons, and any other unusual item are accepted for collection only. Your Account will not be credited for the amount of such items until the funds are actually received by us from the financial institution or payor.

If you deposit a "remotely created check" into your checking (all types), savings (all types), money market (all types) accounts and we receive a claim that the remotely created check was not authorized by the accountholder described on the check, we may contact you for information concerning the remotely created check. A "remotely created check" is a check that does not bear the signature of the person on whose account the check is drawn and was not created by the paying bank. In addition, if we are required to make any reimbursement concerning a remotely created check you deposited, you agree that we can charge any account you maintain



with us for the amount of any reimbursement we make and any other amounts associated with the remotely created check.

We reserve the right to refuse to accept deposits into your account. Refer to specific products for additional deposit information.

**Interest Accrual On Non-Cash Deposits:** Deposits of non-cash items (for example, checks) begin to accrue interest no later than the business day we receive credit for your deposit in accordance with the Expedited Funds Availability Act.

---

## WITHDRAWALS

You may withdraw or transfer out any or all funds from your account. You must complete and sign a withdrawal request form. You may make withdrawals at any Central Pacific Bank ATM or any authorized ATM if you have a properly encoded Central Pacific Bank CPB Express Card or VISA<sup>®</sup> CheckCard.

We may pay checks drawn on your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question such withdrawals.

We may (or may not) pay or accept checks and other items which bear notations. Although we are not obligated to, at our sole discretion, we may (or may not) pay or accept checks and other items bearing restrictions or notations, (such as "Void after 3 months," "Payment made in Full," "Void if over \$500.00," and similar notations) whether the notation appears on the front or the back of the item. If you cash or deposit an item or write a check with notation (including notations that are placed there by a printing service as with pre-printed checks), you agree that it applies only between you and the payee or maker of the check or order. You agree to accept full responsibility for the item and you agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations whether you are the maker or payee.

We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payment made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your accounts or services. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorneys' fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).

We may pay or refuse to pay checks which are more than six months old. We may refuse to pay any withdrawal order when the balance in your account is insufficient or unavailable to cover the request or order. We may refuse or limit withdrawals from any branch which is not your branch of account. We may also refuse to honor any request or order if there is a dispute over the ownership of the funds in your account or any person's authority to make a request or order. In no event shall we be liable for any delay or refusal to follow instructions which occur as a result of these disputes. We may also return checks and other items marked "refer to maker" (or similar language), in the event there is a dispute over the ownership or control of your account.



We may require you to withdraw all or part of any funds on deposit by giving notice to you or any authorized signer of your account. If the funds are not withdrawn, we may return the funds to you by sending you a check. Thereafter, the funds will stop earning interest (if your account earns interest and the check is returned or remains uncashed for any reason). For any withdrawal or account closing, we may require one or more of the following: suitable identification, a completed and signed withdrawal request form, and presentation of the certificate of deposit.

We reserve the right to require written notice of at least 14 days prior to the withdrawal of funds or the closing of certain accounts. We reserve the right to refuse to honor any check presented for encashment, drawn on another financial institution, including official, teller's, bank, or other checks.

---

### **LIMITED TRANSACTIONS ON YOUR SAVINGS OR MONEY MARKET SAVINGS ACCOUNT (EXCLUDES CHRISTMAS SAVINGS)**

Transactions involving these accounts are limited by law. You may only make up to six withdrawals and/or transfers out of the account each monthly statement cycle by preauthorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale debit card, telephone and/or electronic banking. If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, close the account without prior notice, convert it to another type of account, and/or impose a fee for exceeding the limits (see Schedule of Fees). We may refuse or limit telephone and mail withdrawals at our discretion. The law does not limit the number of withdrawals you can make in person at your branch of account, at any of our CPB ATMs, at other ATMs, or transfers made for the purpose of repaying loans at CPB. Nor is there any limit on the number of deposits that can be made to your account each month (e.g., in person or by preauthorized or automatic transfer.)

---

### **OTHER RULES ON CHECKS AND FUNDS TRANSFERS**

**Stop Payment Orders:** Any owner or authorized signer on your account may request us to stop payment on a transaction. Your stop payment order must include your account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee. We will not be liable for paying a transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them.

An oral stop payment order is valid only for 14 calendar days, unless you subsequently give us a written stop payment order signed by you. A written stop payment order made on our form is valid for a period of six (6) months unless it is further renewed by you in writing.

If you initiate a Stop Payment Order electronically, using CPB Online Banking, upon approval, your electronic Stop Payment Order will be valid for six (6) months unless it is further renewed by you in writing or electronically. In the event that you initiate a Stop Payment Order on weekends, holidays, or after regular business hours of CPB, the electronic Stop Payment Order will not be acted upon by CPB until the next business day and will not be considered effective until approved as defined in this section.



You agree to pay us back for all liabilities, expenses, and costs, including attorney fees, we incurred because we refused to pay the transaction. We may, at our sole discretion, place stop payments on cashier's checks, official checks, or other checks or payments guaranteed to us, if such items are lost, stolen, or destroyed. You may be required to purchase a surety bond or lost instrument bond up to twice the amount of the instrument to protect us against claims made by others.

**Overdrafts and Returned Checks:** If you do not have sufficient funds to cover the amount of the automatic deduction, in-person withdrawal, ATM withdrawal or other electronic transaction, such as an ACH item, debit card transaction, preauthorized automatic transfer, telephone-initiated transfer and any other electronic transfer, the transaction may be returned or rejected without payment. However, at our sole discretion, we may create an overdraft by permitting the transaction. In both cases, there will be a service charge for items returned unpaid due to insufficient funds or a service charge for items paid against insufficient funds for each item or transaction. Refer to the current Schedule of Fees for the most current information on deposit account fees.

You agree to pay us the amount of any overdraft immediately, without notice or demand from us. Each authorized signer is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to your account.

Please note that we may discontinue permitting overdrafts without notice to you and close your account for this reason.

**Checks Lost:** When you cash or deposit a check or other item with us, we act as your agent to collect the item. The risk of loss of an item in the process of collection is on you. We may reverse any credit given and any interest earned or accrued for a deposited item that is lost in transit and we may recover from any account you maintain with us the funds given to you for a cashed item which is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to maintaining a record of the maker of items delivered to us for deposit and collection. We shall not be liable to you if an item is lost in the process of collection provided we exercised ordinary care in handling the item. In no event shall we be liable to you if you cannot identify the maker of the lost item.

**Electronic Funds Transfer Service:** Any electronic funds transfer into or out of your account is based on a pre-authorized agreement arranged by you with a person, company or government agency. Please refer to the Consumer Electronic Banking Services Agreement and Disclosure Statement, for more information.

---

## STATEMENTS, NOTICES AND OTHER DOCUMENTS

With a few exceptions, we provide you with statements of all your account transactions. You agree to examine each statement, paid items, and accompanying materials as soon as you receive them and promptly report to us in writing any error, discrepancy or irregularity. If you do not notify us within 14 days of the statement mailing date, we will assume the statement is correct. In case of errors or questions about your electronic transfers, we must hear from you no later than 60 days after we send the first statement on which the problem or error appears.



Please refer to the Consumer Electronic Banking Services Agreement and Disclosure Statement for more information.

Your canceled checks:

(1) Check Safekeeping service: Your canceled checks will not be returned to you with your account statement.

(2) Check Imaging service: Your canceled checks will not be returned to you. Your account statement will contain images of the front of your checks.

We will retain an electronic image of your canceled checks for seven (7) years. During that time, you may obtain copies of canceled checks upon request. You agree that by following this procedure, we have made your statements and your canceled checks available to you for purposes of examination to discover unauthorized signatures, alterations, or other irregularities. If you have completed and signed an authorization form to obtain photocopies of your checks, you may elect to have the copies sent (a) to your branch for pickup, (b) to the fax number that you indicate on the authorization form, or (c) to your mailing address or an address that you indicated on the authorization form. By signing the authorization form, you agree to authorize the faxing or mailing of the copies. You agree that we will make our best effort to accommodate the faxing or mailing of the copies and, in the unlikely event that an error is made in the mailing or faxing of the requested copies, you agree to hold us harmless in all respects related thereto. Like a canceled check, a microfilm copy is legally acceptable as proof of payment and for other recordkeeping purposes. You are required to utilize a blue or black pen and press firmly enough so that the lines formed by the writing are detectable by our reading devices. Similarly, if checks are regularly printed by laser, dot-matrix, or other type of printer, the print quality must be detectable by our reading devices. If you purchase checks from a source other than CPB's authorized check printing provider, you should be aware that the background art work or the background colors of certain checks can lead to distortion of check images and should be avoided.

We will mail all account statements to you at the last address on file with us for your account. We generally will mail all notices to you at the last address on file with us for your account; however, address changes registered with the U.S. Postal Service may result in notices mailing to that address, in accordance with the requirements of the USPS Move Update Policy.

You assume full responsibility for notices, checks, items, statements, and other documents which are lost, destroyed, or stolen while in the mail or in transit to or from you to a third party. You agree to promptly return to us all checks or other items which do not belong to you. If any statement or notice is returned undeliverable, we may destroy it after 30 days. Statements, notices, and other documents held by the Bank at your request are deemed to be delivered to you upon receipt or preparation by the branch of account. Statements, notices, and other documents returned to us as undeliverable are deemed to be delivered to you on the mailing date.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

The images of the checks that you receive from us may be images of substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or your account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
  - An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
  - A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.
- 

### **CLOSING OF ACCOUNTS**

We may close your account at any time, with or without cause, and remit the balance to you at the last address shown for your account on our records.

The authorized signer(s) may close the account at any time by giving us written notice of the intention. At our sole discretion, we may require the signatures of all authorized signers for the closing of your account.

Your account may be automatically closed, without notice to you, if the balance of your account reaches zero. Your account may also be closed due to legal process and the balance remitted to the applicable government agency or court clerk.

You remain responsible for any check, item, or transaction after your account is closed.

---

### **LEGAL PROCESS AND FREEZING OF ACCOUNTS**

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or any other legal process which we believe to be valid and binding. You agree to relieve us of any liability from any and all actions, claims, and damages associated with our compliance with any legal process that we believe to be valid and binding. We may notify you of any legal process by telephone or by written notice mailed to the last address on file for your account.

We may suspend or freeze your account if we believe your account is involved in or affected by legal proceedings or if there is a dispute as to ownership of your account, until the matter is resolved to our satisfaction. We will not be liable for suspending your account so long as we acted in good faith and in accordance with the law.

**Conflicting Claims:** If we believe conflicting claims have been made to the funds in your account, we may deposit the balance of your account (less amounts due to us) with an appropriate court and ask the court to resolve the conflicting claims. We are entitled to recover the cost of taking this action, including attorneys' fees, from you.

---

### **OTHERS**



**Acts of God and Other Disturbances Beyond the Control of the Bank:** With regard to any claims, losses, or damages, whether directly or indirectly incurred by you, you agree to hold Central Pacific Bank harmless if any such claims, losses, or damages are the indirect or direct result of an event beyond CPB's control, such as, strikes, lockouts, embargoes, riots, fires, floods, failures of power or electrical elements, wars, insurrections, acts of terrorism, civil disorders, declaration of national emergencies, extreme stress of weather, geological disturbances, Acts of God, or other causes or conditions which are beyond the reasonable control of CPB or in any situation in which CPB had exercised reasonable diligence but was unable to prevent any event, including, but not limited to, the aforementioned events.

**Governing Law and Regulations:** Your account and all transactions related to your account are and will be subject to these Rules, our bylaws, standard operating practices, and all applicable State and Federal laws and regulations, all of which may change from time to time.

We may change (add to, delete, or change) the terms of our agreement with you and these Rules at any time. We will notify you of a change by mailing or delivering a notice, statement message or insert, or by posting the information in our offices, or making it available to you at our offices.

**Other Agreements:** You may have another agreement with us which, by its terms, supersedes this Agreement in whole or in part. For example, if you are a business customer, certain provisions of your other agreement with us (e.g., night depository or deposit processing agreements) may supersede some of the terms of this agreement. If you are a consumer, your account may also be governed, in part, by the Consumer Electronic Banking Services Agreement and Disclosure Statement.

**Business Days:** Our business days are Monday through Friday, excluding certain holidays. For information on branch hours and observed holidays visit [www.centralpacificbank.com](http://www.centralpacificbank.com) or call Infoline at (808) 522-2222 or toll-free at 1-800-326-3134.

**FDIC Insurance:** Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, NW, Washington, DC 20429, telephone the FDIC's toll-free consumer hotline at 1-877-ASK-FDIC (1-877-275-3342) or visit its website at [www.fdic.gov](http://www.fdic.gov).

**Name Change:** You agree to notify us immediately of any change in your name either by marriage, divorce, or other changes. You will provide us with a copy of the marriage or divorce certificate or an order showing the change in name. If you do not provide us with the change in your name, we are not responsible for any problems that may arise due to the discrepancy in your legal name and the name on your account.

**Address Change:** You agree to notify us immediately, in writing, of any change in address on your account.

**Adjustments:** We may make adjustments to your account from time to time which may affect your account balance. These adjustments may be made, for example, if deposited items are returned unpaid, deposits are posted in the wrong amount, posting of a deposit is delayed, or a mathematical error is present in a deposit.



**Release of Account Information:** CPB's Privacy Policy is incorporated into these Rules by reference and affects current customers and is also applicable to former or inactive customers. Therefore, we will abide by the CPB Privacy Policy with regard to any release of account or customer information.

**Check Printing:** You are responsible for checking the accuracy of all information shown on your checks. If you find an error, notify us immediately. Our liability in matters resulting from incorrectly printed checks shall be limited to the replacement cost of such checks.

If you arrange for the printing of your own checks and/or deposit tickets, the form, encoding, and format specification requirements must be approved by us in advance. A fee may be assessed for checks and/or deposit tickets not conforming with our specifications.

**Endorsement of Bank Checks:** You agree that you will not issue any check with material on its back or deposit any check with material placed by you on its back that may adversely affect the ability of a bank to endorse the check legibly in accordance with Regulation CC of the Federal Reserve System. If obliteration causes delay in an item being processed and results in a loss, the liability for the loss remains with the check maker or depositor.

**Death or Incompetency:** You agree to notify us immediately regarding the death or court declared incompetency of any owner or authorized signer on your account. Until you or a court gives us a written notice or court order to the contrary, we may continue to honor checks, items, and instructions by authorized signers of your account. We may also freeze, refuse, and/or reverse deposits and transactions (e.g., Federal benefit payments to the deceased) if any owner or authorized signer dies or becomes incompetent.

**Dormant Accounts:** We will consider your checking or savings account to be dormant when you do not conduct any transaction on your account for a period of twelve (12) consecutive months for checking accounts and twenty-four (24) consecutive months for savings accounts. We will mail a notice to you at the last address shown on our records 90 days in advance of your account being classified as dormant. We will not provide statements for dormant accounts. The minimum balance service charges, which apply to your active account, will not be applied to your account if it is dormant. If your account becomes dormant, we will impose a monthly dormant service charge on your account for as long as your account remains dormant.

If you have not conducted any transaction on your account for a total of five (5) years, the funds in your account may be presumed to be abandoned and subject to escheat to the State of Hawaii. We will turn the funds in your account over to the State of Hawaii, as required by law, and impose an escheat service charge, if you do not do any of the following for 5 years:

1. Increase or decrease the amount in your account. (This does not include bank initiated entries, such as interest payments or service charges.)
2. Correspond in writing with us concerning your account.
3. Otherwise indicate an interest in your account as evidenced by a memorandum or other record on file with us, or have successfully communicated your interest in your account to our branch staff.

If your certificate of deposit account matures and you do not withdraw the funds in your account after it matures for a period of 5 years, your account may be presumed to be abandoned and



subject to escheat to the State of Hawaii. If your Certificate of Deposit account is automatically renewable and contact cannot be made with you (e.g., statements are undeliverable, etc.) for a period of 5 years, your account may be presumed to be abandoned and subject to escheat to the State of Hawaii. We will impose an escheat service charge for accounts escheated to the State of Hawaii.

**Fees:** Please refer to our Schedule of Fees.

**Right to Set Off:** All sums in your account are subject to our right to set off for liabilities owed to us by any or all of your account holders to the fullest extent permitted by law.

**Sub-Accounts:** Checking accounts are structured with a checking and savings sub-account, and we may make periodic transfers between these sub-accounts. This does not affect your account balance, interest earned, FDIC insurance coverage, account statement information or other features of your checking account.

**Severability:** If any section or provision of this agreement is determined to be void or invalid, the remainder of this agreement shall remain in full force or effect.

**Transfers and Assignments:** You may not grant, transfer, or assign any of your rights in your account without our prior receipt of your written request.

**Waivers:** We may delay enforcing our rights under this agreement without losing them. If we waive a rule on one occasion, that waiver shall not be deemed a waiver of other rights or of the same right on a future occasion.

**Compliance:** You agree to comply with all applicable laws and regulations. You may not use your account or services for an illegal activity. We reserve the right to refuse to open any account or service, or to accept additional deposits to your account, or to comply with any instruction or request you make, in each case under certain circumstances, especially those involving suspicious activity or which we have grounds for believing that there may be fraud, loss or other violations of law involved.

**Check Guard Disclosure:** We believe it is important for you to use your checking account responsibly and never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have several options available for you. As a benefit to our customers, we offer these useful services to cover you in the event that you overdraw your checking account.

#### **Overdraft Protection options:**

**Personal ExpressLine of Credit with Overdraft Protection** - A line of credit is available to cover overdrafts. This service requires you to complete an application and approval is based on your credit worthiness. The amount of your limit varies.

**Check Guard Overdraft Privilege** - Check Guard overdraft privilege is a service we add to your checking account to cover overdrafts to a set limit, subject to the eligibility criteria as explained below. With Check Guard overdraft privilege, we will generally pay your overdraft items up to \$500, however, whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. When



we pay overdraft items for you, you will be charged our normal overdraft fee, currently \$30.00 for each item that is presented. Both the amount of the overdraft items and all applicable fees, including but not limited to the \$30.00 overdraft fee or \$28.00 return item fee, are included in this limit.

**Eligibility Criteria** - No application is required for the Check Guard overdraft privilege; eligibility is based on you managing your checking account in a responsible manner. You will be eligible for the Check Guard overdraft privilege unless:

- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
  
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
  
- You have an outstanding balance on an Overdraft Repayment Plan.
  
- An extended hold is being placed on your checking account or any other account relationship, in which case your overdraft privilege will automatically be suspended without prior notice.
  
- You are a minor.
  
- A ChexSystems or any other negative indicator is present.
  
- You have an account that has been opened less than 30 days, or if you were overdrawn for more than 5 consecutive days during the first 30 days that your account was open.
  
- Your account is a fiduciary trust or escrow account.
  
- Your account is classified as dormant.

**One Check Guard Per SSN** - Generally, we will limit Check Guard overdraft privilege to only one account per Social Security Number (SSN).

**Suspension/Removal of Privilege** - You may be suspended or removed immediately from the Check Guard overdraft privilege if:

- You do not bring your account to a positive balance within a 30 day period.
  
- You fail to meet our eligibility criteria.
  
- If you meet all the criteria listed above, we may still remove the privilege if we believe you are not managing your account in a responsible manner which may harm you or us.

**Transactions Covered by Check Guard Overdraft Privilege** -The Check Guard overdraft privilege is available for all checks written, in-person withdrawals, or other electronic transactions, such as ATM withdrawals, ACH items, any debit card transactions, preauthorized automatic transfers, telephone-initiated transfers and online banking. Note: Please check your balance before initiating an ATM transaction to see if the withdrawal will create an overdraft on your account, which will result in you being assessed our \$30.00 overdraft fee for each withdrawal.



**Check Guard Overdraft Limit** - The Check Guard overdraft limit is preset at \$500. The Check Guard limit appears in the available balance for Infoline telephone account inquiries, online banking and on teller receipts. It will not appear on balances for ATMs or checking statements.

**Payment Order of Items** - The order in which items are presented may affect the total fees incurred by a customer. The first items that we pay are any items that were submitted electronically, such as ATM withdrawals, ACH items, any debit card transactions, preauthorized automatic transfers and telephone transfers, by dollar amount, highest to lowest. We then pay checks written by dollar amount, highest to lowest. Finally, we pay any remaining items by dollar amount, highest to lowest.

**Opt Out** - You may never need to take advantage of the Check Guard overdraft privilege option, but you may find it useful in the event of a temporary shortfall. In the event that you do not want to have Check Guard overdraft privilege, simply contact us and we will remove this benefit from your account.

**Additional Information** - Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them. Waiver: The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Check Guard overdraft privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges. You and the Bank agree that the exclusive remedy and forum for all disputes arising out of the overdraft privilege, or your or the Bank's performance there under, except for matters you or the Bank take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

---

## **CONSUMER ELECTRONIC BANKING SERVICES AGREEMENT AND DISCLOSURE STATEMENT**

Covers: CPB Express Card  
CheckCard (Debit)  
Other Electronic Banking Services

### **1. THE CARDS**

The Central Pacific Bank CPB Express Card and VISA® CheckCard (referred to individually and collectively hereafter as "Card(s)") are issued by Central Pacific Bank (the "Bank") for the account owner's exclusive use. The account owner is subject to all of the following terms and conditions, the Rules and Regulations of the Federal Deposit Insurance Corporation, and all governmental Rules and Regulations, and the Charter and By-Laws of the Bank, including all amendments made hereafter. In this Agreement and Disclosure Statement, the words "we," "us," and "our" mean the Bank, "transfer" means electronic deposits, payments, withdrawals and transfers; and "terminal" means our CPB Automated Teller Machines (ATMs), Infoline or other electronic funds transferring devices, and "Designated Accounts" are created when the account owner designates one or more of your Deposit Accounts and/or Credit Accounts for use with the Cards. In addition, use of the VISA® Check Card is subject to the terms and conditions of this



Central Pacific Bank Consumer Electronic Banking Services Agreement and Disclosure Statement. By using the Card(s) you agree to all of the terms and conditions in this Agreement.

## **2. CHECKCARD**

A Central Pacific Bank VISA® CheckCard(s) and Security/PIN Code(s) will be issued to you. Under certain circumstances, a card may not be issued. We will mail the card(s) and/or Security/PIN Code(s) to the postal address we have on file for you. You understand and agree that the Card(s) can only be issued to authorized signers on your Central Pacific Bank Consumer Checking Account.

## **3. YOUR CARD IS NON-TRANSFERABLE AND NON-NEGOTIABLE**

You may not authorize any person to use the card or allow the card to be damaged or altered in any way. The card we issued to you is specially encoded to provide access to your checking or savings account through a terminal. Your checking or savings account may be involved in electronic transfers if you have arranged with a person, company or government agency to have periodic deposits to, or transfers out of, these accounts at the Bank.

## **4. CONSUMER USE ONLY**

The Card(s) are not specifically designed or intended for business or commercial purposes. Therefore, you may only use the Card(s) for personal, family and household purposes, and may not use the Card(s) for any commercial purpose, including but not limited to making transfers or payments on behalf of any other person or entity. You agree to take full responsibility if your accounts are business or commercial accounts and to reimburse us for any loss, costs or expenses we incur as a result of your use of the Card(s) for business or commercial purposes. You agree that you must be at least 18 years of age to qualify for the Card(s).

## **5. SECURITY/PIN CODES**

“Security codes” are the personal identification numbers (often referred to as “PIN”), and any other confidential code issued by us in the future for use with the Cards and the services to access your designated account(s) and initiate Electronic Fund Transfers.

## **6. YOUR PIN CODE**

You are responsible for the confidentiality and use of your PIN and any transaction initiated with your PIN. You should not write your PIN down at all, but if you do, do not write it on the Card(s) or any place where it may be found with the Card(s) or used to access Services. If you disclose your PIN to someone, you are authorizing him or her to access your Designated Account and to do anything that you could do at any time, even if you only intend to authorize him or her to perform a specific transaction.

## **7. CARD USE AT ATMS**

You may use your Card at all Qualified Automated Teller Machines (ATMs). Qualified ATMs are connected to one of the networks we select for your use and display the network’s logo. The backs of the Card(s) display logos of the networks in use when they were issued. When we use the term “ATM” it means both Central Pacific Bank and Qualified ATMs. You may use your Card to:

- a. Withdraw cash from your checking and/or savings account;
- b. Request balance inquiries on your checking and/or savings account\*;
- c. Transfer money between your checking and savings accounts (available at CPB ATMs only);

- d. Make deposits to your checking and/or savings account (available only at certain CPB ATMs);
- e. Enclose payments for certain loan payments when accompanied by respective loan coupons (available only at certain CPB ATMs).

\*Some non-CPB ATMs may not offer this service.

## **8. ELECTRONIC CHECK CONVERSION**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- a. Pay for purchases.
- b. Pay bills.

## **9. CASH WITHDRAWAL LIMITATIONS**

ATM cash withdrawals from your Deposit Accounts are limited to a total of \$1,000 per card, per day with your Central Pacific Bank CPB Express Card and Central Pacific Bank VISA® CheckCard. ATM operators may impose lower cash withdrawal limits and fees.

## **10. ATM FEES**

We will charge you nothing for the right to use the Bank's CPB ATM terminals. We may charge you for using any other terminal. Please refer to our current Schedule of Fees. You authorize us to deduct these charges from the affected Designated Account. A Qualified Non-CPB ATM operator and the network used to complete a transaction may choose to charge you a fee. Such

fees are called surcharges, and are in addition to any fees charged by us. Before charging you a surcharge, the operator of a Non-CPB Qualified ATM in the United States must notify you of the surcharge by either posting a sign near the terminal or by showing it on the machine's screen and giving you the option to continue or exit the transaction.

## **11. RECEIPTS**

Each time you initiate an Electronic Funds Transfer at a CPB ATM terminal, you can get a receipt containing a description of the transaction and other information required by law. You should retain the receipt for comparison with your Designated Account statements, and to aid in the reporting and resolution of errors.

## **12. POINT-OF-SALE PURCHASES**

You can use your Central Pacific Bank Card for purchases with merchants. We may offer additional benefits in connection with VISA® Purchases made using your VISA® Check Card. For further information, please refer to the benefits brochure for your type of Check Card. Your purchases and over-the-counter withdrawals (Cash Advances) may be limited to a total of \$5,000 in any one day. Some merchants allow you to withdraw cash from your Designated Account as part of your purchase transaction, and those merchants set all dollar limits and other rules for those transactions. You can use your Card and PIN to pay for purchases at merchant locations that have point-of-sale terminals displaying the logo of one of our participating networks. These purchases, often called "ATM" or "Debit" purchases, do not qualify for the benefits of VISA® Purchases. You agree that we have the right to deny any transaction if the transaction will cause this limit to be exceeded or exceeds the collected balance in your account. If you do not enter a PIN and do not sign for the transaction ("signature transaction"),



transactions may be processed as either a VISA Check Card transaction or a non-VISA network transaction (such as STAR®, PLUS SYSTEM®, PULSE or Accel/Exchange). Merchants must provide you with a clear way of choosing to make a VISA Check Card transaction if they support this option. If you choose to use a non- VISA network when making a transaction without a PIN or signature, different terms may apply and you will not be eligible for UChoose loyalty reward points and the transaction will not qualify for the benefits of VISA Purchases. Refer to [www.uchooserewards.com](http://www.uchooserewards.com) for terms and conditions of our loyalty rewards program.

### **13. REPLACEMENT CARD**

Depending upon the circumstance, we may issue you a replacement card.

### **14. CARD AND PIN LIMITATIONS**

You may only use the Card(s) or the PIN for the purposes described in this Agreement to the extent the law allows and to the extent the particular Service is able to perform the transaction. You agree not to use the Card(s) or the PIN to:

- a. Make a withdrawal of cash from your Designated Account which exceeds the maximum daily withdrawal limits under the Agreement;
- b. Initiate an Electronic Fund Transfer which would cause the balance of the collected funds in your Designated Account to go below zero or, if your Designated Account has overdraft protection or Check Guard coverage, to exceed the credit limit of that protection; or
- c. Initiate an Electronic Fund Transfer affecting any account which is not your Designated Account.

If you do any of these things, we may complete the transaction but are not required to do so. If we do so, you agree to pay us any excess or improperly withdrawn or transferred amount immediately upon request. We reserve the right to limit the number and amount of Electronic Fund Transfers. We may also limit or refuse to complete an Electronic Fund Transfer if necessary for security reasons.

### **15. STOP PAYMENTS AND RETURN OF SALES DRAFTS**

You understand and agree that you cannot stop payment on any authorized point-of-sale purchase with your Card. We will not routinely return either the original or any copy of the sales draft or cash withdrawal draft generated by a point-of-sale purchase.

### **16. MERCHANT DISPUTES**

We are not obligated to negotiate or settle any disputes you may have with a merchant about goods and services you purchase. Under certain circumstances we may choose to assist you in submitting VISA® Purchase disputes to the VISA® dispute resolution process.

### **17. FOREIGN TRANSACTIONS**

If you use your Card to initiate a transaction in a foreign currency, the amount of the transaction will be converted to U.S. dollars by VISA® International when the item is processed. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA®. We do not determine the currency conversion rate which is used. Since conversion from Foreign to United States Dollars may occur after the date of the transaction, the conversion rate may be different from the rate in effect at the time of the transaction. For transactions outside the U.S., American Samoa, Guam,



Saipan, Palau, the U.S. Virgin Islands or Puerto Rico, an International Service Assessment fee will be applied to the transaction amount after conversion into U.S. dollars.

## **18. STATEMENTS**

Information on all of the Card transactions and Electronic Fund Transfers made by use of the Card(s) during a particular month will appear on the periodic statement for the affected Accounts. The periodic statements for your Accounts provided by us (your "Account Statements") are the official statements for your Accounts. You agree to promptly check and carefully review your Account Statements and compare your Account Statements with any receipts obtained through use of your Card(s). If there are discrepancies between your Deposit or Credit Account Statements and any receipts obtained through the use of your Card(s), you should contact us.

## **19. LIABILITIES**

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:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the transfer would exceed the credit limit on your overdraft line.
- c. If the terminal system was not working properly and you know about the breakdown when you start the transfer.
- d. If the terminal where you are making the transfer does not have enough cash.
- e. If the money in your account is subject to legal process or other claims.
- f. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- g. If you have not properly followed instructions for operation of a terminal.
- h. If there may be other exceptions stated in our agreements with you.

## **20. BUSINESS DAYS**

Our Business Days are Monday through Friday, excluding certain holidays. For information on branch hours and observed holidays, visit [www.centralpacificbank.com](http://www.centralpacificbank.com) or call Infoline at (808) 522-2222 or toll-free at 1-800-326-3134.

## **21. ERRORS OR QUESTIONS**

In case of errors or questions about your Electronic Transfers, call or write to the following:

Central Pacific Bank  
Customer Service Center  
P.O. Box 3590  
Honolulu, HI 96811-3590  
Phone: (808) 544-0500  
Or 1-800-342-8422



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 send you the FIRST statement on which the error or problem appeared.

- a. Tell us your name and account number.
- b. 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.
- c. Tell us the date and dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days in case of point-of-sale debit, new account or foreign ATM transactions) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Designated Account in the amount of the alleged error (including interest, if applicable) within 10 business days (20 business days in the case of new accounts) 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 10 business days, we may not credit your account. If we determined that no error occurred, we will send you a written explanation within three business days after completing our investigation. If we provisionally credited your Designated Account, we will also notify you that the credit has been reversed and that we will honor up to the amount in dispute, without imposing any overdraft charges, any checks, drafts or other similar paper instruments drawn on your Designated Account and any preauthorized Electronic Fund Transfers from your Designated Account for a period of 5 business days after our notice of reversal is sent to you or provide you notice that the credit will be reversed in five days. You may ask for copies of the documents used in our investigation. If your question is a routine inquiry about account balances, or a request for copies of documentation or other information that is made only for tax or other recording purposes, we will not consider your question or request an error, and our response may take longer than the time period stated above. It is your responsibility to notify us immediately of:

- a. an address change;
- b. any person(s) who is no longer an authorized member of the account or any person who becomes deceased or;
- c. a lost or stolen card or PIN.

## **22. LOSS OF YOUR CARD OR YOUR PIN: YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS**

Tell us AT ONCE if you believe your card or PIN 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 two (2) business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN 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, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or posted online (for electronic statements), 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.

### **23. CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your card or PIN has been lost or stolen, call:

(808) 544-0500, or toll-free at 1-800-342-8422

or write:

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

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without permission.

### **24. FEES**

You agree to pay on demand all periodic, replacement Card and service fees that we may charge for or in connection with the issuance and use of Card(s) or PINs. Those fees and charges are listed in the current Fee Schedule(s) we have given you. We may change those fees from time to time, and we will provide you with notice of such changes as required by applicable law. We may deduct the amount of the fees from your Designated Account. If your Designated Account is a Checking Account, you will pay to us on demand any debit balance in your Designated Account caused by the deduction of fees or Electronic Fund Transfers, along with any overdraft charges. If we ever have to file a lawsuit to collect what you owe us, you agree to pay our reasonable expenses, including our attorneys' fees and costs.

---

## **OTHER ELECTRONIC FUND TRANSFERS (INCLUDING DIRECT DEPOSIT)**

### **25. CUTOFF TIMES**

We have cutoff times for the processing of payment orders and for communicating of cancelling or amending payment orders. Different cutoff times may apply to different types of payment orders. We may treat payment orders, cancellations or amendments of payment orders that we received after our cutoff time as if received on our next business day.

### **26. SINGLE ELECTRONIC FUND TRANSFERS**

You may directly authorize third parties to make a single Electronic Fund Transfer (such as a Scanned Check Transfer or purchase over the Internet) from your checking or savings account. You generally may not stop payment on these single Electronic Fund Transfers.

### **27. PERIODIC PAYMENTS**

You may authorize third parties, like utilities and merchants, in writing to periodically transfer funds from your checking or savings account (a "Periodic Payment"). These transfers are sometimes marketed by businesses using names like "automatic bill payment".

### **28. PERIODIC PAYMENTS WITH VARYING AMOUNTS**

If you authorize Periodic Payments in varying amounts (for example, to pay an electric bill that changes from month to month), the third party must notify you, at least 10 days before each scheduled payment date, of the amount of the payment and the scheduled payment date. You may choose instead to receive this notice only when the electronic payment differs by more than a certain amount from the previous one or when the amount falls outside certain dollar limitations that you have set.

### **29. STOP PAYMENTS ON ELECTRONIC FUND TRANSFERS**

If you authorize a Periodic Payment, you can place a stop payment on a single payment (one time) by notifying us at least three (3) Business Days before the scheduled payment date. If you notify us orally, we may also require you to put your request in writing and deliver it to us within fourteen (14) days after your oral notification. If you meet this requirement and we do not stop the payment, we will be liable to you for your losses or damages. For each stop payment order you submit to us, we will charge your Designated Account the stop payment fee listed in the applicable fee schedule.

### **30. CANCELLING ALL FUTURE PERIODIC PAYMENTS**

You can cancel all future Periodic Payments by revoking your authorization with the third party in accordance with the terms and conditions set forth in the authorization agreement, and by notifying us of the revocation of your authorization in writing at least three (3) Business Days before the next scheduled payment. We may require you to provide us with an affidavit stating that you have revoked your authorization.

### **31. DIRECT DEPOSITS**

If you arrange to have deposits electronically transferred to your Designated Account at least once every 60 days from the same third party (often called a "direct deposit"), you can call us to find out whether or not the deposit has been made. This information is also available through our Infoline Service. By law, we are not required to provide this information if the third party making the direct deposit notifies you every time a direct deposit is made. Electronic fund transfers involving an Automated Clearinghouse are not final until we receive final settlement of the deposit. We have the right to reverse direct deposits to your Designated Account if we do not receive final settlement of the deposit.

### **32. INFOLINE TELEPHONE ACCOUNT ACCESS**

You may obtain information about your account(s) at the Bank on Infoline. You will be able to access the accounts you designated on the Electronic Banking Services Request Form. You may access Infoline by using your Infoline PIN and a touch-tone telephone to obtain information on the following:

- a. Deposit and loan balances
- b. Checks and payments processed
- c. ATM and CheckCard transactions processed
- d. Deposits processed
- e. Loan and Deposit rates
- f. Branch and ATM locations and hours

### **33. CHANGING THIS AGREEMENT**

We may change or add to the terms and conditions of this Agreement, and by making changes or additions to the Card(s) at any time by notifying you of the change by sending you a notice by U.S. Mail, sending a notice to your e-mail address, or by posting the changed terms on the Services, or by any other means permitted by applicable law. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment, stop making Electronic Fund Transfers and cancel your access to the Card(s) and the Services. By making Electronic Fund Transfers using the Card(s) and the Services after the effective date of any amendment, change or addition to this Agreement, the Card(s) or Services, you agree to that amendment, change or addition.

### **34. ENDING THIS AGREEMENT**

- a. You may terminate this Agreement at any time by calling us at the telephone number or writing to us at the address printed in section 21 of this Agreement and no longer using the Card(s).
  
- b. We may terminate this Agreement and your use of the Card(s) at any time for any reason without prior notice. Your Card(s) may, for example, be terminated if your Accounts are closed for any reason, or if you do not use the Card(s) for a continuous period of twelve (12) months or more, or we believe your Card(s) are being used improperly or illegally. We may also refuse to renew your Card when it expires if you have not used your Card(s) for twelve (12) consecutive months.
  
- c. You agree that you will return the Card(s) to us when this Agreement is terminated. Whether you terminate this Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any Electronic Fund Transfer to be completed after this Agreement has been terminated. You will be responsible for any Card fees which have not been posted to your Designated Account. Termination will not affect your liability or obligations under this Agreement for Electronic Fund Transfers we process on your behalf.

### **35. NOTICES**

All notices from us will be effective when we have mailed them or delivered them to you. We generally will mail all notices to you at the last address on file with us for your account; however, address changes registered with the U.S. Postal Service may result in notices mailing to that address, in accordance with the requirements of the USPS Move Update Policy. Notices from you will generally be effective once we receive them at the address printed in section 21 of this agreement. If more than one person is an authorized signer of the account, notices to or from any of the authorized signers will be effective for all individuals on the account.

### **36. ASSIGNMENT**

You may not assign your rights or obligations under this Agreement to any other person. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any affiliate or third party.

---

## **FUNDS AVAILABILITY POLICY**

### **YOUR ABILITY TO WITHDRAW FUNDS AT CENTRAL PACIFIC BANK, STATE OF HAWAII:**

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit (other than a deposit at our automated teller machines) on a business day that we are open, before 3:00 PM on Monday through Friday, we will consider that day to be the day of your deposit. However, if you make a deposit after the aforementioned time of day or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit at one of our automated teller machines which are designated for accepting deposits on a business day that we are open, before the posted time shown on the automated teller machine, Monday through Friday, we will consider that day to be the day of your deposit. However, if you make a deposit after the aforementioned posted time shown on the automated teller machine, or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

### **LONGER DELAYS MAY APPLY:**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the sixth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made with one of our employees, or if we decide to take this action after you have left the premises, we will mail the notice to you by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the twelfth business day after the day of your deposit. We reserve the right to refuse or return any deposit, to limit the amount of any deposit, or to accept a check or item for collection only.

### **SPECIAL RULES FOR NEW ACCOUNTS:**

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposit to your account will be available on



the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposit of cashier's, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than United States Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other checks deposited will be available on the twelfth business day after the day of your deposit.

**HOLD ON OTHER ACCOUNTS:**

If we cash or accept for deposit a check drawn on another bank, we may withhold the availability of corresponding amount of funds that you have available in other accounts with us. The funds would then not be available for withdrawal until the periods that are described elsewhere in this disclosure for the type of check that you have cashed or deposited.

**PAYABLE THROUGH CHECKS:**

In some instances we will treat checks as local or non-local based upon the location of the bank on or through which the check is payable, not on the routing number on the bottom of the check. For example, if a credit union share draft is payable by a credit union that is located in the same check processing region as our bank, the share draft will be treated as a local check, even if the draft is payable through a bank that is located outside of our check processing region as determined by the routing number on the check. If you have any questions about a specific check, please ask your branch representative.

---

**HOLD POLICY FOR SAVINGS, CERTIFICATES OF DEPOSIT,  
AND INSURED MONEY MARKET ACCOUNTS**

It is Central Pacific Bank's policy to provide the earliest realistic availability of funds on deposited items, but we reserve the right to place a "hold" for the amount of the checks you deposit until we have collected those funds. "Holds" are placed to reduce the risk of checks returned for insufficient funds or any other reason to customer accounts in which the balance is insufficient to cover the return item. Normally, "holds" will be placed on checks deposited if:

- Your account is new, and it has not yet developed enough history of activity for us to know you.
- You deposit a check for an unusually large amount.
- Your check is issued by a person or organization whose reliability is not known to us.
- Your check is drawn on another bank or financial institution.

When we must place a hold on your deposit, the teller will normally give you a written notice of the hold with the estimated time it will take for the check to be paid. If a hold is placed on a CPB Express Drop deposit, Mail deposit, CPB ATM deposit or Night Depository deposit, you will receive a written hold notice by mail. Normally, holds will be placed for not more than 10 business days on checks drawn on an out-of-state financial institution, and for not more than 4 business days for checks drawn on a Hawaii financial institution. Deposits into any interest bearing account will begin to earn interest as soon as they are made whether or not a hold is

placed on the deposit. However, deposits of non-cash items (for example, checks) will begin to accrue interest no later than the business day we receive credit for your deposit in accordance with the Expedited Funds Availability Act. We reserve the right to refuse or return any deposit, to limit the amount of any deposit, or to accept a check or item for collection only. We hope this policy will not inconvenience you. If you have any questions about our hold policy, or about a particular hold placed on your account, please talk to one of the branch officers.

---

## **INSTRUCTIONS FOR COMPLETING**

### **IRS W-9 SUBSTITUTE FORM**

#### **GENERAL:**

You must use the Substitute W-9 Form (or IRS Form W-9) to certify the taxpayer identification number you are giving us is correct. For most individual taxpayers, the taxpayer identification number is the Social Security number.

#### **BACKUP WITHHOLDING:**

You are subject to backup withholding if:

- (1) You fail to furnish your taxpayer identification number to the payer, OR
- (2) The Internal Revenue Service notifies the payer that you furnished an incorrect taxpayer identification number, OR
- (3) You are notified that you are subject to backup withholding.

For payments other than interest, dividends, or capital gains dividends, you are subject to backup withholding only if (1) or (2) above applies.

(See the section following entitled "Payees Exempt from Backup Withholding.")

#### **OBTAINING A NUMBER:**

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. When you receive your number, come in to the branch to complete a certification form.

#### **PAYEES EXEMPT FROM BACKUP WITHHOLDING:**

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States of agency or instrumentality hereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.



- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or non-exempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade of business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free convenient bonds under section 1451.
- Payments made by certain foreign organizations.

Exempt payees described above should complete Part III of the Substitute W-9 Form to avoid possible erroneous backup withholding. Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

#### **PRIVACY ACT NOTICE:**

Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. The IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns.

#### **PENALTIES:**

**Penalty for Failure to Furnish Taxpayer Identification Number** – If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Failure to Report Certain Dividend and Interest Payments** – If you fail to include any portion of an includable payment for interest, dividends, or patronage dividends in gross income, such failure will be treated as being due to negligence and will be subject to a penalty of 5% on any portion of an under-payment attributable to that failure unless there is a clear and convincing evidence to the contrary.

**Civil Penalty for False Information with Respect to Withholding** – If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

**Criminal Penalty for Falsifying Information** – Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION RELATED TO TAXPAYER IDENTIFICATION NUMBERS,  
CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

**GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER:**

The table below will help you determine the number to give the payer.

<b>For this type of account:</b>	<b>Give the taxpayer identification number of -</b>
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals
3. An account for which The Massachusetts Companies, Inc. is Trustee	The actual owner or, if more than one beneficiary, any one of the individuals
4. Husband and wife (joint account) funds, either person	The actual owner of the account or, if joint funds, either person
5. Custodian account for a minor (Uniform Transfer to Minors Act)	The minor <sup>1</sup>
6. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor <sup>2</sup>
7. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor or incompetent person <sup>3</sup>
8. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee <sup>2</sup>
b. So-called trust account that is not a legal or valid trust under State law	The actual owner <sup>2</sup>
9. Sole proprietorship account	The owner <sup>4</sup>
10. A valid trust, estate or pension trust (Account for which The Massachusetts Companies, Inc. is Trustee, see item 3)	Legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.) <sup>5</sup>
11. Corporate Account	The corporation

12. Religious, charitable or education organization account	The organization
13. Partnership account held	The partnership in the name of the business
14. Association, club or other tax-exempt organization	The organization
15. A broker or registered nominee	The broker or nominee
16. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

- <sup>1</sup> Circle the minor's name and furnish the minor's social security number
- <sup>2</sup> List first and circle the name of the person whose number you furnish
- <sup>3</sup> Circle the ward's, minor's or incompetent person's name and furnish such person's social security number
- <sup>4</sup> Show the name of the owner
- <sup>5</sup> List first and circle the name of the legal trust, estate or pension trust

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.



**CENTRAL PACIFIC BANK**

Member FDIC  
  
**centralpacificbank.com**  
 OP00075-07/09-SP

Terms & conditions subject to change.  
 Certain restrictions apply.