

Central Pacific Bank Business Online Banking Agreement

PLEASE READ THIS AGREEMENT. IT CONTAINS IMPORTANT INFORMATION ABOUT ONLINE BANKING SERVICES. IF YOU HAVE A PRINTER, YOU SHOULD PRINT A COPY OF THIS AGREEMENT FOR YOUR FUTURE REFERENCE. IF YOU DO NOT HAVE A PRINTER, YOU MAY REQUEST A COPY OF THIS AGREEMENT BY CONTACTING CENTRAL PACIFIC BANK ATT: CUSTOMER SERVICE CENTER, P.O. BOX 3590, HONOLULU, HAWAII 96811, BY PHONE AT 808-544-0500 OR 1-800-342-8422, OR BY FACSIMILE AT 808-532-7328.

I. INTRODUCTION

A. **Scope.** This Agreement states the terms and conditions governing the online banking and bill payment services offered through Online Banking for Business Customers. This Agreement does not cover transfers to and from accounts that are primarily established for personal, family or household purposes. This Agreement applies to all Online Banking transactions as of the Effective Date. These terms and conditions are in addition to those that apply to accounts you have with us or any other services you obtained from us. You must also follow all instructions and procedures applicable to the services covered in this Agreement. By accepting this Agreement, you agree that we may change the terms and conditions of this Agreement, including but not limited to the amount of the fees and charges described in this Agreement.

B. **Definitions.**

1. **“Account”** means your deposit or loan account(s) maintained at Central Pacific Bank.
2. **“Bank”, “Central Pacific Bank”, “our”, “us”, and “we”** refer to Central Pacific Bank.
3. **“Acknowledgement and Authorization”** means the Business Online Banking Acknowledgement and Authorization – MASTER SIGNATURE CARD.
4. **“Authorized User”** means your current and future authorized officers, agents, employees, representatives or any other person who has been provided with or has access to your Password.
5. **“Business Day”** is every Monday through Friday, excluding Federal Reserve holidays. Saturday and Sundays are not business days for purposes of this Agreement even if we are open for conducting some business functions.
6. **“Effective Date”** is the date shown on the Bank’s record as the date on which you successfully completed and submitted the Acknowledgement and Authorization.
7. **“Enrollment Form”** is the online process to enroll in Online Banking and access your deposit and loan accounts online.
8. **“Online Banking”** refers to the internet-based service by which Central Pacific Bank customers can obtain balances and transaction information, transfer funds between accounts, make bill payments, print reports and download information.
9. **“Secure Messaging”** means sending electronic messages through Online Banking to communicate with the Bank to address issues related to Online Banking.
10. **“Services”** include services provided through Online Banking including, access to account data, transfer funds service, bill payment service, stop payment service, check imaging service, change address/e-mail service, statement copy/check copy request service, secure messaging, alerts and any other services provided now or in the future.
11. **“Transfer Requests”** include orders to transfer funds between Central Pacific Bank accounts, orders amending Transfer Requests and orders canceling Transfer Requests.
12. **“You” and “your”** refers to the person or persons who have completed and submitted the Enrollment Form requesting access to use Online Banking and to each other person who, with your permission, ever (even once) uses Online Banking in connection with one or more of your Accounts.

II. ACCESSING YOUR ACCOUNTS THROUGH ONLINE BANKING



A. **Online Banking Service.** As more fully described below, with Online Banking, you can manage your deposit and loan accounts by using Online Banking from your computer. For example, you can use Online Banking to:

1. View account balances and review account transaction history;
2. Transfer money between your Central Pacific Bank accounts;
3. Pay bills to any merchant or individual within the United States if you subscribe to the Bill Payment Service through a separate enrollment process;
4. Place stop payment requests on checks;
5. Draw on your Line of Credit accounts and deposit them to an eligible checking or savings account;
6. Download transaction history for your accounts to be used by financial management software; and
7. Communicate directly with the Bank through Secure Messaging.

B. **Enrollment Form.** By submitting the Enrollment Form, you certify that all of the information you provide in the Enrollment Form is true and correct, and you authorize us and our agents to verify the information in the Enrollment Form and seek or obtain information about you and your financial condition and history by use of consumer reports and other sources both now and in the future.

C. **Your Central Pacific Bank Accounts.** You agree the Bank is authorized to process all requests made in accordance with this Agreement and the Online Banking procedures. The signature cards for your deposit accounts and the application, resolution or other related documents for your loan accounts identify who is authorized to make transfer Requests, obtain advances, stop payments, obtain ancillary services and otherwise give us instructions regarding your Accounts. Although those documents may indicate that more than one signature is required on checks, for the withdrawal or transfer of funds, or to obtain a credit advance, that notation is principally for your own purposes. We do not assume a duty to support multiple signature requirements in connection with the Services. As such, **we assume no duty to confirm that two or more (or any combination) of authorized signers on an Account are Authorized Users and/or have approved any transaction.**

D. **Maintenance of Accounts.** We may suspend your online access at any time without prior notice if you fail to maintain any required minimum balance or there are insufficient funds in one of your Accounts to honor all checks and other debits presented for payment. After suspension, Online Banking services may be reinstated, once the required minimum balance is restored or sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must contact us as indicated in Section II.E.

E. **Contact Information.** If you believe your Password has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your permission, you must notify us immediately in telephone or in writing by contacting us at Central Pacific Bank Att: Customer Service Center, P.O. Box 3590, Honolulu, Hawaii 96811, by phone at 808-544-0500 or 1-800-342-8422 or by facsimile at 808-532-7328. You may also contact us at this address and numbers for any other questions or concerns about the Services covered by this Agreement.

F. **Access Requirements.** To access your Accounts through Online Banking, you must have a Central Pacific Bank Account, taxpayer identification number, a sign-on identification (“**Username**”) and an online Password.

G. **Your Online Banking Password.** You will choose a Username and Password that will give you access to your Accounts through Online Banking during the online enrollment process. This Password should be kept confidential, and can be changed within Online Banking by clicking on the Customer Service tab. For your protection, we recommend you change your Password regularly. We will act on instructions received under your Password. For security purposes, it is extremely important that you memorize this Password and not write it down. You are responsible for keeping your Password, Account numbers and other Account data confidential. As discussed in more detail in Section IV.C, below, if you believe your Password may be lost, stolen or compromised, someone has initiated or may initiate a bill payment without your permission, or someone has transferred or may transfer money from your Account without your permission, contact us as indicated in Section II.E.

You agree to: (a) comply with all security procedures we provide to you in connection with Online Banking; (b) take reasonable steps to safeguard the confidentiality and security of the Password and any proprietary property or information we provide to you in connection with Online Banking; (c) limit access to persons who have a need to know such information; (d) closely and regularly monitor the activities of



persons who access Online Banking; (e) change your Password immediately if someone who has had access to the Password is no longer authorized to use Online Banking on your behalf; (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (g) change your Password whenever you change authorized signer(s) on your Account(s).

The Bank may require you to change your Password at any time. The Bank may deny access to Online Banking without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access Online Banking or if we believe such action is necessary for security reasons.

Each time you access Online Banking, you confirm our Password procedures are commercially reasonable for the transaction, based on the circumstances involved (such as the size, type and frequency of your transfers, as well as your internal controls). You hereby authorize the Bank to process any request it receives through Online Banking on the basis of your Password. Requests submitted through Online Banking will be deemed effective as if made by you, and you will be obligated to pay us the amount of such requests, even if they are subsequently determined to be unauthorized.

H. **Central Pacific Bank Limitation of Liability.** Except as otherwise provided in this Agreement or by applicable law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise caused by the Services. This specifically includes such losses arising in any way out of the installation, use or maintenance of software on your computer; the computer hardware; that availability or quality of your telephone or internet connection to the Services; interception of data between your computer and the Services; or otherwise caused by any software, hardware or telecommunications service providers or their agents or subcontractors.

III. TRANSFER FUNDS SERVICE

A. **Business Use Only.** By signing the Application and using the Services, you agree and warrant to us that the use of the Services by the Authorized Users shall be solely for business and commercial purposes, and that no consumer use of the Services shall be permitted under any circumstances. You further agree that any consumer use of the Services shall be immediate grounds for termination of this Agreement. **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES WILL NOT BE TREATED AS CONSUMER ACCESS DEVICE UNDER THE PROVISIONS OF THE ELECTRONIC FUNDS TRANSFER ACT OR ANY OTHER STATE OR FEDERAL LAW. THEREFORE, YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE SERVICES. YOU AGREE TO ACCEPT ANY ADDITIONAL RISK ASSOCIATED WITH THE USE OF THE SERVICES AND AGREE TO ASSUME THE LIABILITY DESCRIBED IN THIS AGREEMENT. YOU ALSO AGREE TO ELECTRONICALLY ACCEPT DELIVERY OF THIS AGREEMENT AND ANY FUTURE AMENDMENT TO THIS AGREEMENT.**

B. **Transfer Requests.** Once you are provided access to your Accounts through Online Banking, you may transfer available funds from your designated Account(s) to other Accounts with us. However, the number of transfers per monthly statement cycle from a savings account and a money market account is limited as described in the applicable account's terms and conditions. If a hold has been placed on a deposit made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

C. **Deposit Account Transfer Limitations.** Transfers from your deposit account may not be completed if you do not have sufficient funds in your Account to do so, if the funds in your checking or savings account are subject to legal process or other encumbrances restricting the transfer, or if the funds in your Accounts are subject to a hold on the funds pursuant to our current hold policy. If you do not have sufficient available funds on deposit to cover a transfer of funds from your deposit account, we may reject the transfer without payment. We may elect, in our sole discretion, to create an overdraft by allowing the transfer. If we allow the transfer and the amount of the overdraft exceeds your available Check Guard overdraft privilege or business overdraft credit limit, if any, we will charge your deposit account the service fee for each transfer as stated in the Schedule Of Fees. You may not transfer funds from any of your savings accounts that are pledged as collateral for loans you have with the Bank or a third-party. You may not use the Services to close or renew your time deposit accounts or transfer funds to and from your time deposit accounts.

D. **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 as stated in the 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.)

E. **Line of Credit Advance Limitations.** To the extent available, you may obtain advances from your line of credit accounts, except for your credit card accounts, through the Services. Such advances must be transferred into one or more of your deposit accounts. You may not obtain an advance under your line of credit accounts and transfer the funds to us in order to make a monthly payment on any of your credit accounts. All advances on your line of credit accounts are subject to any minimum draw and other transaction requirements contained in the applicable Account Agreements. You may still use any other method to obtain advances on line of credit accounts that is permitted in the Account Agreements for those Accounts.

F. **Cutoff Hours for Transfer Requests.** Transfer Requests made after 9:00 p.m. (HST) on business days may not be processed until the following business day. You may designate when a Transfer Request is to be scheduled by entering the date of transfer (“**Transfer Date**”).

G. **Amendments and Cancellations.** You may cancel or amend a Scheduled Transfer Request at any time before the Transfer Cut-Off on the Transfer Date. Requests for amendment or cancellation of a Transfer Request received by us after that time will be treated as a new Transfer Request, the effect of which should be to adjust or reverse the already consummated Transfer Request.

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

IV. **TERMS APPLICABLE TO ELECTRONIC FUNDS TRANSFERS**

A. **Lost, Stolen or Compromised Passwords; Unauthorized Transactions and Your Liability.** Tell us AT ONCE if you believe your Password has been lost, stolen or compromised, or that someone has transferred or may transfer money from your account without your permission. You should immediately contact us as indicated in Section II.E. Please note that transactions initiated by someone to whom you have given your Password are not considered unauthorized transactions.

Telephoning us is the best way of minimizing your possible losses. You could lose all the money in the Account linked to Online Banking, plus your maximum overdraft line of credit (if applicable). You will continue to be liable for all transfers and transactions initiated by use of the Services until you change your Password. If you fail to notify us that your Password has been lost or stolen, you could lose all of the money in your Accounts. You further agree that we will not be liable for consequential damages arising from the unauthorized use of the Services that access your Accounts.

B. **Overdrafts: Order of Payments, Transfers, Other Withdrawals.** If your Account has insufficient funds (including any funds available to you under an overdraft protection plan linked to the Account) to perform all electronic funds transfers that you have requested for a given business day: (a) certain electronic funds transfers will have priority in accordance with the applicable terms and conditions for the Account; (b) at the Bank’s absolute discretion, the electronic funds transfers initiated through



Online Banking may be rejected or may be honored so as to result in an overdraft of your Account, which overdraft would be subject to your immediate repayment and to our standard overdraft fees imposed pursuant to the Fee Schedule; (c) our decision to allow an overdraft on one or more occasions will not obligate us to make the same decision in the future; (d) we may suspend or cancel your Online Banking Services; and (e) we reserve the right to determine the sequence in which we pay drafts on your Account and in what order items will be debited to your Account.

C. **Errors and Questions.** You agree to examine your Account Statements each month and immediately report any discrepancies or errors by calling us at the telephone number listed in Section II.E. above. If you fail to notify us of discrepancies or errors within fourteen (14) days from the date of any Account Statement containing such information, we will be entitled to treat such information as being correct in all respects.

V. MISCELLANEOUS PROVISIONS

A. **Authorized Users.** By submitting the Acknowledgement and Authorization and using the Services, you authorize us to make transfers and payments to and from your Accounts in accordance with the instructions initiated by persons using the Service with your Password. You acknowledge and agree that you will be solely responsible for determining who and who is not an Authorized User, and, except for denying access to your Accounts when an incorrect Password is entered, you agree that we will not be responsible for determining if any person using the Services to access your Accounts is an Authorized User.

B. **Amendment of Account Agreements.** When you opened your Account, you signed a signature card that was a legal Agreement between you and us. You agree that this Agreement amends the signature card for your Accounts and also the Agreement for your business overdraft line of credit, if you have one.

C. **Secure Messaging.** Secure messaging is designed exclusively to facilitate the use of Online Banking, and therefore, should not be used to ask questions regarding any other service offered by the Bank. For prompt action, these questions should be communicated directly with your Central Pacific Bank branch of account. Secure messaging is accessible after you sign on with your Password to a session of Online Banking. To ensure the security of your Account information, we recommend that you use secure messaging when asking specific questions about your Account(s) on Online Banking. You cannot use secure messaging to initiate, modify or cancel your Online Banking online access or other transactions. For other services offered by us, please call your Central Pacific Bank branch of account. Since we may not receive or review it immediately, you should not rely on secure messages if you need to communicate with us right away. If you need to contact us immediately, you should contact your branch of account in person or by telephone. We shall have a reasonable time to act upon any secure messaging request, and reserve the right to reject any transaction or request received by secure messaging (e.g., a request to wire funds).

D. **Stop Payment Orders.** You may request us to stop payment on a check or transaction. Your stop payment order must include the account number, exact check number, check date, amount of the check and the reason for the stop payment order. We will not be liable for paying a check or 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 that affords us a reasonable opportunity to act upon them. There is a per-check /transaction fee for each stop payment order. Stop payment orders are valid for six months. After that time, the check may be paid and charged to your Account unless you renew the stop payment order for an additional fee. Please note that electronic stop payment requests through our automated Online Banking service may not be effective in stopping the payment of checks that have been posted to, but not finally paid from, your Account on the preceding day. Stop payment orders with respect to Bill Payments you have initiated through the Online Banking service are handled as provided in the Online Bill Pay Terms and Conditions. You agree to indemnify, defend and hold us harmless from all actions, claims and damages related to or arising from our action in stopping payment of any check or transaction pursuant to your stop payment order.

E. **Additional Services.** We may from time to time offer additional services that may be available to you through Online Banking. If we decide to present to you an additional Online Banking service, we will post on Online Banking a description of the service and its related terms, conditions and service charges. Except to the extent that such additional terms and conditions are different than those in the current version of this Agreement, the terms of this Agreement will apply to the new service. You may submit your request to subscribe to the additional service either by (1) printing the posted description, signing it and

sending it to us as directed or (2) authenticating your subscription directly online by selecting the appropriate response in the manner presented in the posted description. We will, upon receipt of a proper authentication, proceed to review your request for the additional service and if approved, make the service available to you. By subscribing to an additional service, you agree to the terms and conditions, including the payment of the applicable service charge, under which the service is offered. We reserve the right to deny approval of any request for additional services in its sole discretion.

F. **Hours of Accessibility.** You can use Online Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the Online Banking services may not be available due to anticipated or unanticipated system maintenance or system or telecommunications problems. If we know in advance of a substantial interruption in service, we will notify you through secure messaging. However, we will not notify you of unanticipated or short routine interruptions in service.

G. **Documentation.** You will receive monthly statements for each Account that is linked to Online Banking. These statements will reflect all Online Banking and other activity for the Account occurring during the reporting period. Online Banking transaction details will include the date and amount of the transaction, the type of transaction and, as to Bill Payments, the name of the payee.

H. **Changes to Charges, Fees or Other Terms of This Agreement.** We may change at any time the charges, fees or other terms described in this Agreement. In any event, when changes are made to any fees, charges or other terms of this Agreement, we will also notify you online by secure message, or send a notice to you at the address shown on our records. Any notice will be sent to you at least thirty (30) days in advance of the effective date of any such change or additional fees or charges for online transactions, or of any stricter limits on the type, amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If we notify you by secure message or send a notice to your address, the notice will include information regarding the changes to any fees, charges or other terms of this Agreement. As always, you may choose to accept or decline changes by continuing or discontinuing the Accounts or Services to which these changes relate. Changes to fees applicable to specific Accounts are governed by the applicable account's terms and conditions.

I. **Notices and Disclosures.** Unless otherwise agreed or provided in this Agreement you agree that: 1) notices required by this Agreement must be in writing; 2) notices and disclosures required to be furnished to you by state or federal law may be mailed or delivered to you at the statement or mailing address shown for you on our Account or Services records, or may be sent to you through secure messaging; and 3) notices to us must be sent to Central Pacific Bank Attn: Customer Service Center, P.O. Box 3590, Honolulu, Hawaii, 96811 or may be sent to us through secure messaging.

J. **Suspension or Termination of Agreement and Services.** You or we may terminate this Agreement as to some or all of the Services, with or without cause. Your termination will become effective on the day we receive notice provided that we have an opportunity to act on such notice. Before you terminate use of the Services, you must separately cancel all your Account transfers, line of credit account transfers and/or bill payments you scheduled through the Services. If you fail to cancel them before you terminate your use of the Services, those transfers and payments may still be made. We may terminate this Agreement and your use of the Services at any time for any reason without prior notice. For example, we may terminate to protect the security of Online Banking or if we believe that: (a) you have breached this or any other Agreement with us; (b) the confidentiality of your Password has been compromised; (c) an unauthorized transaction has taken or may take place involving any of your Accounts or the Service; (d) you do not access your Central Pacific Bank Accounts through Online Banking for any six (6) month period; (e) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (f) we are uncertain as to any person's authority to give us instructions regarding your Accounts or the Services. We may also immediately terminate this Agreement and/or suspend Services and your access to Online Banking if we determine, in our sole discretion, that any of your Accounts, including loans, are in default, overdrawn, or otherwise not in good standing. Regardless of which party terminates this Agreement, the termination will not affect your obligations under the Agreement. Termination will result in a loss of transaction history information about your Accounts and Biller information.

K. **Information Processing and Reporting.** Online Banking offers a number of services that require us to receive, process and report information involving your Accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have any duty to interpret the content of any data transmitted to it, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by

means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (such as the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem by posting a notice of the problem on our web site.

You further understand that the information, including account and loan information, provided through Online Banking is updated at various specific intervals and, therefore, may not reflect transactions processed between update intervals. In addition, the information in Online Banking may not reflect fees, interest or other amounts charged to a particular account that is in default, overdrawn or otherwise not in good standing. You should contact your assigned Central Pacific Bank account officer or branch of account, if you have been notified or suspect that your account or loan is in default, overdrawn or otherwise not in good standing.

L. Disclosure of Account Information. You understand that, in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the United States government. We may also provide information about your Account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when Accounts are closed by the Bank on the grounds that they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your Account. You authorize these transfers or disclosures of information.

M. Monitoring of Communications. You agree on behalf of yourself, and all other persons you authorize or permit to access Online Banking on your behalf, that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.

N. Representations and Warranties. You represent and warrant to us as follows: (1) You are authorized to enter into this Agreement and use the Services; (2) All financial and other information which you provided in the Application and which you provide to us from time to time is, and will continue to be, true and accurate. You will inform us in writing of any material changes in this information or your financial condition; (3) The Services will only be used for business purposes and only in strict compliance with the terms and conditions of this Agreement; (4) you will notify us, in writing, of any intended change of your name, use of any trade name, and the effective date of such change; and (5) No action or proceeding is pending against you which might result in any material or adverse change in your business operations or financial condition.

O. Waiver of Jury Trial. BY AGREEING TO BE BOUND BY THIS AGREEMENT, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY in connection with this Agreement and the Services. This includes any claims by us or by you, claims brought by you as a class representative on behalf of others and claims by a class representative on you behalf as a class member. This provision shall not limit or constrain our right of setoff or to obtain provisional or ancillary remedies, such as injunctive relief. Neither party shall institute a proceeding hereunder until it has given the other party at least thirty (30) days prior written notice of its intent to do so.

P. Applicable Law. This Agreement shall be governed by, and construed in accordance with, Hawaii law, without reference to Hawaii's conflict of laws provisions and, as applicable, federal law.

Q. No Attorneys' Fees. Attorneys' fees shall not be awarded in any proceeding to enforce the terms of this Agreement.

R. **Indemnification.** You agree to defend, indemnify and hold harmless the Bank, and its officers, directors, agents and employees, from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of (i) any breach of any of your Agreements, representations or warranties contained in this Agreement, or (ii) any act or omission by you or any other party acting on your behalf.

S. **Computers, Software, Etc.** You are solely responsible for ensuring that your computers and operating software are compatible with Online Banking. You are responsible for providing and maintaining at your own expense all equipment necessary to access Online Banking. This includes, but is not limited to, telephones, terminals, modems and computers. We assume no responsibility for any errors, failures or malfunctions of your computer or software, internet service provider or for any computer virus or related problems that may occur with your use of Online Banking.

CENTRAL PACIFIC BANK MAKES NO WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

All specifications, records, software, forms, systems, security procedures and programs utilized or developed by us or our online services provider in connection with this Agreement constitute confidential, proprietary property and/or trade secrets and/or may be protected by copyright and/or patent law and shall not be copied or disclosed by you for any reason whatsoever without our prior written consent.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor our service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Central Pacific Bank, or by any browser providers, such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), or by any Internet access providers or by any online service providers or by any agent or subcontractor of any of the foregoing. Neither we nor the service providers will be responsible for any direct, indirect, special or consequential, exemplary, punitive, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online financial services, or Internet browser or access software. We also are not responsible for any home banking, personal financial management software or other products or services relating to your PC or the software, other than those specified in this Agreement. We also are not responsible for any damage to your PC, software, data, modem, telephone or other property resulting from your installation, use or maintenance of the software, or from a virus, worms, Trojan horses, or other harmful components that may enter your PC. Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone or Internet service; (b) the disconnecting of your telephone or Internet service by your local telephone or Internet service company or from deficiencies in your telephone or Internet service quality; or (c) any defect or malfunction of your PC, modem or telephone or Internet service.

T. **Force Majeure.** We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including but not limited to, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide an electronic or telecommunications service used in connection with the Services.

U. **Other Agreements.** This Agreement along with the agreements for your accounts (the "Account Agreements"), including but not limited to the Business Access Acknowledgement and Authorization and our current Fee Schedule, constitute the complete and exclusive Agreement between you and us related to using the Online Banking Services.

V. **No Assignment.** You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

W. **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

X. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms and conditions applicable to your accounts with us. Together, they constitute the entire Agreement between you and us with respect to the Services.

Y. **Severability.** If any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect. The provisions of this Agreement are severable.

Z. **Waivers.** No waiver by either party shall be considered a continuing waiver or a waiver of any other right. In order to be valid, waivers must be in writing and executed by the party granting the waiver.



The Bank's acceptance of one or more late or nonconforming requests in connection with any Service shall not be construed as its Agreement to accept such requests on an ongoing basis, and we may discontinue accepting such requests without prior notice to you.

- AA. **No Agency Relationship Exists.** Neither this Agreement nor the provision of any of the Services is intended or shall be construed to establish an agency relationship between the Bank and you or any other party, and the Bank owes no duty to you or any other party, except as expressly set forth in this Agreement.
- BB. **Denial of Access.** You understand that the Bank has the absolute right to deny anyone access to Online Banking, and, in particular, anyone seeking to utilize Online Banking to access any account or loan that is in default or otherwise not in good standing.
- CC. **Fees.** Fees for using Online Banking are in addition to the standard charges for your accounts that apply without regard to the Online Banking services.

Business Online Banking Fees

**Account Access (balance inquiry, transaction detail and history)
Transfers and Payment between Central Pacific Bank Accounts**

**Free
Free**

Bill Payment:

Bill Payment Service (unlimited payments)

\$5.95 /month

(Fee waived for Non-Analyzed Business Checking Accounts up to the first 50 bill payments/month
In excess of 50, \$1.00 each)

Refer to the Schedule of Fees for all other applicable fees.