CENTRAL PACIFIC BANK

Personal Online Banking
Terms and Conditions Agreement

Rev. 03/08/13

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 ATTN: 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.

DEFINITIONS

"We," "our," "us," "CPB," or "the Bank" mean Central Pacific Bank.

"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.

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

“Agreement” means this Personal Online Banking Terms and Conditions Agreement, as the same may be amended from time to time.

"Business Days" means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. Saturday and Sundays are not business days for purposes of this Agreement even if we are open for conducting some business functions.

"Personal Customer" means a Bank customer who is a natural person whose account is maintained primarily for personal, family, or household purposes.

"Business Customer" means a Bank customer who is a corporation, partnership, limited liability company, or other business organization or entity, or a natural person if the account is not maintained primarily for personal, family, or household purposes.

"Effective Date" is the date shown on the Bank’s record as the date on which you successfully completed and submitted the Enrollment Form.

"Enrollment Form" is the online process to enroll in Online Banking and access your deposit and loan accounts online.

"Online Banking" refers to the internet based service by which Central Pacific Bank customers can obtain balances and statement information, transfer funds between accounts, obtain advances under approved line of credit accounts, print reports, and download information.

"Secure Messaging" means sending electronic messages labeled “Messages” through Online Banking to communicate with the Bank to address issues related to Online Banking.

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"Services" means services provided through Online Banking including access to account data, transfer funds service, stop payment service, change address/email service, Secure Messaging, alerts, and any other services provided now or in the future.

"Transfer Requests" include orders to transfer funds between Central Pacific Bank accounts, orders amending Transfer Requests, and orders canceling Transfer Requests.

TERMS AND CONDITIONS OF YOUR PERSONAL ONLINE BANKING

This Agreement states the terms and conditions governing the use of Online Banking for Personal Customers and not Business Customers. This Agreement applies to all Online Banking transactions by Personal Customers as of the Effective Date.

By entering into this Agreement, by submitting your Enrollment Form, and/or by successfully accessing and using Online Banking Services, you accept all the terms and conditions contained in this Agreement, as it may be changed from time to time. Please read this Agreement carefully.

The terms and conditions of the Account Agreement and Disclosure for each of your accounts at the Bank, as well as your other agreements with the Bank such as loan agreements, continue to apply notwithstanding anything to the contrary in this Agreement. In the event of a conflict, for matters directly concerning the Services, this Agreement shall govern.

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

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

CHANGE IN TERMS

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

USE OF PERSONAL ONLINE BANKING

By completing this Agreement, you agree to permit the Bank to make disclosures and provide notices to you in electronic form, instead of providing such disclosures and notices to you in paper form.

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your notices that we

are required to provide you under applicable federal and state statutes and their implementing regulations, as amended from time to time, in lieu of paper notices delivered via postal mail or other means.

Other federal and state laws and regulations may be enacted or amended in the future governing Personal Online Banking and notices. Your election also authorizes us, at our discretion, to provide electronic delivery of notices pursuant to these laws as and after they become effective.

PROPRIETARY RIGHTS

You are permitted to use content delivered to you through the Personal Online Banking service only on our Personal Online Banking website. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the Service.

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 home or office or while traveling, using your personal 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 Online Bill Payment Service through a separate enrollment process;
4. Place stop payment requests on checks;
5. Receive your statements online if you enroll in the Online Statement Service through a separate enrollment process;
6. Draw on an approved Line of Credit account and deposit such funds into an eligible checking or savings account;
7. Download transaction history for your Accounts to be used by Personal Financial Management software if you subscribe to it; and
8. 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. Your Enrollment Form is subject to our review and approval.

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 Account(s) and the application, resolution or other related documents for your Account(s) identify who is authorized to make transfers, obtain advances, stop payments, obtain ancillary services, and otherwise give us instructions regarding your Account(s). 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 provided through Online Banking. 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. You agree that for Online Banking only one signature is required. Thus, if your Account is a joint account, then each of you will be bound by this Agreement and each of you will be individually and jointly liable for paying all amounts owed under this Agreement. In addition, you acknowledge and agree that each of you is fully authorized to take any and all actions related to the Services on behalf of all account holders.

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 your Account to honor all

checks and other debits presented for payment against the Account. 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 E under Accessing Your Accounts Through Online Banking.

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 by telephone or in writing 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. 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 ("Login ID") and an online password ("Password").

G. **Your Online Banking Password.** You will choose a Login ID 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 Preferences 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 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 E under Accessing Your Accounts Through Online Banking.

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 of you 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 sole 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, except to the extent discussed below.

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.

TRANSFER FUNDS SERVICE

A. **Transfer Requests.** Once you are provided access to your Account(s) 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 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.

B. **Deposit Account Transfer Limitations.** (a) 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. 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.

C. **Overdrafts and Returned Checks:** If you do not have sufficient funds to cover the amount of the check, 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 check or transaction may be returned or rejected without payment. However, at our sole discretion, we may create an overdraft by paying the check or 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, limited to three (3) overdraft and/or return item fees per day per account, and these fees will be waived on any day that your ending account balance is or would have been overdrawn by $5.00 or less. Refer to the applicable Schedule of 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.

D. **Limited Transactions On Your Savings or Money Market Savings Account (Excludes Christmas Savings).** Transactions involving your savings or money market savings accounts (excluding Christmas Savings) are limited by law. You may only make up to six withdrawals and/or transfers out of the account each monthly statement period by preauthorized or automatic transfer (*e.g.*, automatic payments to an insurance company). 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.)

E. **Cutoff Hours for Transfer Requests.** Transfer Requests made after 9:00 p.m. (Hawaii Standard Time) may not post to your account until the next business day. You may designate when a Transfer Request is to be scheduled by entering the date of transfer ("Transfer Date").

F. **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.

G. **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, if any, 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.

LINE OF CREDIT

A. **Line of Credit Advance Limitations.** To the extent available, for approved line of credit accounts, you may obtain advances from your line of credit accounts, except for your credit card accounts, through the Services as applicable. By drawing your approved line of credit account online, you agree that the Account Agreement for your line of credit account is hereby amended to allow such an electronic transfer through the Online Banking Services as a method to obtain an advance under your line of credit account. As amended, the remaining terms of the applicable Account Agreement shall remain in full force and effect.

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 Agreement for your line of credit. 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.

TERMS APPLICABLE TO ELECTRONIC FUNDS TRANSFERS

A. **Procedures for Errors or Questions About Your Electronic Funds Transfers.** If you think your statement is wrong, an error has occurred, or you need more information about an electronic funds transfer listed on your Account or other documentation, you must immediately contact us as indicated above.

We must hear from you no later than sixty (60) days after we send the first statement on which the problem or error appeared. You will need to:

(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; and

(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 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 provisionally credit your Account within ten (10) business days for the amount you think is in error (including interest, if applicable), 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 provisionally credit your Account for the amount you think is in error (including interest, if applicable).

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your 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, which may include any checks, drafts or other similar paper instruments drawn on your Account and any preauthorized Electronic Fund Transfers from your Account for a period of five (5) business days after our notice of reversal is sent to you or provide you notice that the credit will be reversed in five (5) business days. You may ask for copies of the documents used in our investigation.

B. **Failing to Complete your Electronic Fund Transfers.** We will use reasonable efforts to complete an electronic fund transfer to or from your Account on time or in the correct amount according to our Agreement with you. However, there are some exceptions. We will not be liable, for instance:

a. If, through no fault of ours, you do not have sufficient funds in your Account to complete the electronic fund transfer;

b. If the electronic fund transfer would exceed the credit limit on your overdraft line (if you have one);

c. If our processing system was not working properly and you knew about the breakdown when you start the electronic fund transfer;

d. The funds in your Account are subject to an uncollected funds hold, legal process or claim or encumbrance restricting transfer;

e. Your Account has been closed;

f. If circumstances beyond our control (such as, but not limited to, fire, flood, network or system shutdown time) prevent the electronic fund transfer, despite reasonable precautions we have taken;

g. If this Agreement is terminated;

h. If the authorization for your electronic fund transfer is revoked by law or court order;

i. You have not provided us with the correct transfer information; or

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j. If there may be other exceptions stated in our Agreements with you.

These are examples only, there may be other exceptions. Unless you notify us of a problem with the transfer within two (2) Business Days of its discovery, you will be deemed to have approved the accuracy of the information contained in the confirmation.

C. 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 must contact us as indicated in Section E under Accessing Your Accounts Through Online Banking above. 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). If you tell us within two (2) Business Days after you learn of the loss, theft, or compromise of your Password, you will lose no more than $50.00 if someone used your Password without your permission. If you do not tell us within two (2) business days after you learn of the loss, theft, or compromise of your Password and we can prove we could have prevented the loss if you had told us, you could be liable for as much as $500.00. If your monthly statement shows transfers that you did not make, you must inform us immediately. 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 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 may in our sole discretion extend the time periods.

Sections A, B, and this section apply only to Personal Customers making electronic funds transfers and do not apply if you are a Business Customer or using your Accounts for business purposes. If you are a Business Customer or improperly using your Accounts for business purposes, you assume the entire liability for fraudulent, unauthorized, and/or otherwise improper use of Online Banking, Usernames, and/or Passwords.

D. **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 Schedule of Fees; (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.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE BANK MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE

OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE BANK THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER THE BANK NOR ANY OF ITS AFFILIATES OR ACCOUNT CUSTOMERS WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (III) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES; (VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VII) ANY OTHER MATTER RELATING TO THE SERVICES.

INDEMNIFICATION

You agree to protect and fully compensate the Bank and its affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

MISCELLANEOUS PROVISIONS

A. **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 on those questions, communicate directly with your Central Pacific Bank branch.

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 Online Banking Account. 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. Since we may not receive or review Secure Messaging 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 Central Pacific Bank branch in person or by telephone during regular business hours. We require a reasonable time to act upon any Secure Messaging request, and we reserve the right to reject any transaction or request received by Secure Messaging (*e.g.*, a request to wire funds).

B. **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 or per-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 and PopMoney Personal Payment Service Terms of Use. You agree to indemnify, defend and hold harmless the Bank 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.

C. **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 our sole discretion.

D. **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 in advance of unanticipated or short routine interruptions in service.

E. **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.

F. **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 by email, by a notice in Online Banking, or by sending 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 email, by a notice in Online Banking, 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. 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 terms and conditions.

G. **Notices and Disclosures.** Unless otherwise agreed or provided in this Agreement you agree that (a) notices required by this Agreement must be in writing; (b) notices and disclosures required to be furnished to you by state or federal law may be mailed, emailed 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 (c) notices to us must be sent to Central Pacific Bank, Attention: Customer Service Center, P.O. Box 3590, Honolulu, Hawaii 96811, or may be sent to us through Secure Messaging.

H. **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 the Services and your access to Online Banking if we determine, in our sole discretion, that any of your accounts, including loans, is 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.

I. **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 website.

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.

J. **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.

K. **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.

L. **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 YOUR 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.

M. **Governing 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.

N. **Attorneys' Fees.** If we have to file a proceeding against you to enforce the terms of this Agreement, you agree to pay our reasonable expenses including, but not limited to, our attorneys' fees and costs, at trial (including arbitration) and on any permitted appeal.

O. **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, including but not limited to actions brought by third parties against the Bank because of you. These indemnities shall survive termination of this Agreement.

P. **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 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 internet browser providers, such as Google (Chrome 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 or personal financial management software or other products or services relating to your personal computer or the software, other than those specified in this Agreement. We also are not responsible for any damage to your personal computer, software, data, modem, telephone or other property resulting from your installation, use, or maintenance of the software, or from a virus, worm, Trojan horse, or other harmful components that may enter your personal computer. 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 personal computer, modem, or telephone or internet service.

Q. **Consumer Use.** You may only use the Services for personal, family, or household purposes, and may not use the Services for any business or commercial purpose, including but not limited to making transfers or payments on behalf of any other person or entity. In the event that you attempt to or actually effect business or commercial transactions through your Online Banking access, you agree to take full responsibility for doing so and hereby waive any disclosure or other rights that you may otherwise be entitled to under applicable law. In addition, you agree to reimburse the Bank for any loss, costs, or expenses that are incurred as result of your use of the Online Banking services for business or commercial purposes.

R. **Other Agreements.** This Agreement, along with the agreements for your Accounts ("Account Agreements"), including but limited to our current Schedule of Fees, constitute the complete and exclusive Agreement between you and us related to using the Services. If this Agreement conflicts with the separate agreements to which an Account is subject to, then this Agreement will control and take precedence as to the Services, unless this Agreement expressly states otherwise.

S. **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 Account Agreement for your overdraft line of credit, if you have one.

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

U. **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.

V. **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.

W. **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.

X. **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.

Member FDIC EQUAL HOUSING LENDER

Y. **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 except as expressly set forth in this Agreement, the Bank owes no duty to you or any other party.

Z. **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, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of a third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of transfers.

AA. **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.

BB. **Arbitration.** If any party to this Agreement requests, any controversy or claim between you and the Bank with respect to the Online Banking Service will be decided by binding arbitration, conducted without a judge or jury, in the State of Hawaii, in accordance with Chapter 658 of the Hawaii Revised Statutes and the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator(s) will apply any applicable statutes of limitation under Hawaii law in determining any claim, and will determine any controversy concerning whether an issue is arbitrable. Judgment on any arbitration award may be entered in any court having jurisdiction. This agreement to arbitrate will not limit or restrict the right, if any, of either party to exercise, before, during, or following any arbitration proceeding, with respect to any claim or controversy, self-help, or provisional remedies provided for in this Agreement or under applicable law, such as setoff, or to seek injunctive relief in any court having jurisdiction, and either party may seek these remedies without waiving its right to submit the claim or controversy to arbitration at a later date. If a controversy or claim is submitted for arbitration, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs.

CC. **Survival.** Paragraphs "Disclaimer of Warranty and Limitation of Liability," "Indemnification," "Disclosure of Account Information," "Waiver of Jury Trial," "Governing Law," "Attorneys' Fees," "Indemnification," "Computers, Software, Etc., "Other Agreements," and "Arbitration" of this Agreement, as well as this Paragraph and any other terms which by their nature should survive, shall survive the termination of this Agreement.

COMMUNICATIONS BETWEEN THE BANK AND YOU

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

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

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

PERSONAL ONLINE BANKING FEES

Account Access (balance inquiry, transaction detail and history)	**Free**
Transfers and Payment between Central Pacific Bank accounts	**Free**
<u>Bill Payment</u>:	
Bill Payment Service (unlimited payments)	**Free**
Analyzed Business Checking Accounts	**$5.95 /month**

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

Member FDIC EQUAL HOUSING LENDER