

## **First Hawaiian Bank Digital Wallet Payment Addendum**

You are requesting to enroll the Mastercard credit card or debit card that was issued to you by First Hawaiian Bank (the “Card”) in a digital wallet payment platform (the “Payment Platform”). As a condition of enrolling your Card, you are required to agree to the terms of this Addendum.

1. **Relationship Between This Addendum and the Card Agreement.** This Addendum supplements, but does not replace, the cardholder agreement for your Card (the “Card Agreement”). In the event of a conflict between the Card Agreement and this Addendum, this Addendum shall take precedence.
2. **Eligibility.** We will determine, in our sole discretion, which credit cards and debit cards are eligible for enrollment in the Payment Platform. You will be informed during the enrollment process if the Card that you are trying to enroll is ineligible for the Payment Platform.
3. **Enrollment by Cardholder.** You are only permitted to enroll the Card in the Payment Platform if the Card was issued to you. By enrolling the Card in the Payment Platform, you represent that you are the person to whom the Card was issued (the “Cardholder”).
4. **Enrolling Your Card in the Payment Platform.** Although we will provide support regarding enrolling your Card in the Payment Platform, you are ultimately responsible for properly completing the enrollment process. If you do not properly complete the enrollment process, you may not be able to use the Payment Platform. You agree that we may send text or email messages to you in connection with the enrollment of your Card in the Payment Platform or removal of your Card from the Payment Platform and that you will bear responsibility for any message or data fees that may be imposed by your wireless carrier.
5. **Third Party Agreements.** This Addendum, together with the Card Agreement, only addresses the agreement between you and us and your use of the Payment Platform. The company that provides the digital wallet application (“Wallet Provider”), your wireless carrier, and other third parties are involved in your use of the Payment Platform, and the Wallet Provider, your wireless carrier, and other third parties might have their own agreements that apply to your use of the Payment Platform. We are not responsible for the acts or omissions of those third parties or for their agreements with you. It is your responsibility to review and decide whether to agree to those third party agreements.
6. **Third Party Fees.** You are solely responsible for any fees charged by your wireless carrier or any other third party in connection with your use of your mobile device (as defined below) to make payments using the Payment Platform.
7. **Acceptance of the Payment Platform by Merchants.** You acknowledge and agree that we have no control over whether specific merchants accept the Payment Platform.
8. **Consent to Disclosure of Information.** You hereby authorize us to share your information with the Wallet Provider to enable your Card to operate with the Payment Platform and to improve

the Wallet Provider products and services. We will provide your information to the Wallet Provider in accordance with our Privacy Policy.

9. Your Disclosure of Information to Third Parties. You are solely responsible for any information that you disclose directly to the Wallet Provider, your wireless carrier, and any other third parties involved in your use of the Payment Platform. Your direct disclosure of information to a third party, including without limitation what that third party can do with your information, is governed by your agreement with that third party.

10. Security of Mobile Device. As part of enrolling your Card in the Payment Platform, your Card will be added to the wallet application on the mobile device that you are using to enroll your Card (the “Device”). A person who obtains access to the Device may be able to use the Device to make payments through the Payment Platform using your Card and to obtain information about other payments that you have made through the Payment Platform. You are responsible for keeping your Device secure and not providing any third party with unauthorized access to your Device. Subject to the Card Agreement governing the use of the Card, you are responsible for all transactions made using your Card through the Payment Platform. Notify us immediately in accordance with the Card Agreement if you believe that an unauthorized person has obtained access to your Device and is using or is able to use your Card through the Payment Platform. Notwithstanding any other provision of the Cardholder Agreement or this Addendum to the contrary, you expressly acknowledge and agree that First Hawaiian Bank will not be liable or responsible for any Malware introduced by any person or entity (including, without limitation, the Wallet Provider) to the Device. For purposes of this Addendum, the term “Malware” means computer software, code or instructions that: (a) adversely affect the operation, security or integrity of a computing, telecommunications or other digital operating or processing system or environment, including without limitation, other programs, data, databases, computer libraries and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (b) without functional purpose, self-replicate written manual intervention; (c) purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources; or (d) without authorization collect and/or transmit to third parties any information or data; including such software, code or instructions commonly known as viruses, Trojans, logic bombs, worms and spyware.

11. Unauthorized Transactions and Errors. Notify us immediately in accordance with the Card Agreement if you become aware of any unauthorized transactions or other errors involving your Card and the Payment Platform. Unauthorized transactions and errors will be handled in accordance with the relevant provisions of the Card Agreement.

12. Right to Terminate Use of the Payment Platform. You have the right, at any time and in your sole discretion, to terminate your use of the Payment Platform. If you no longer want to be able to make payments through the Payment Platform using your Card, please delete your Card from the wallet application on your Device.

13. Right to Suspend or Terminate Availability of the Payment Platform. We have the right at any time, in our sole discretion, for any reason, and without any notice to restrict, block, suspend, or terminate your use of the Payment Platform.

14. DISCLAIMER OF WARRANTIES. WE DO NOT WARRANT, REPRESENT, OR GUARANTEE THAT YOUR USE OF THE PAYMENT PLATFORM WILL BE WITHOUT ERRORS, INTERRUPTIONS, OR DISRUPTION OR THAT THE PAYMENT PLATFORM WILL BE ACCESSIBLE OR AVAILABLE AT ALL TIMES. WITHOUT LIMITING THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ANY AND ALL WARRANTIES REGARDING THE PAYMENT PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT THIRD PARTIES, SUCH AS THE WALLET PROVIDER AND YOUR WIRELESS CARRIER, ARE INVOLVED IN YOUR USE OF THE PAYMENT PLATFORM AND THAT WE HAVE NO CONTROL OVER THOSE THIRD PARTIES. USE OF THE PAYMENT PLATFORM INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS THAT WE DO NOT OPERATE OR CONTROL. AS A RESULT, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THOSE ELECTRONIC TRANSMISSIONS.

15. LIMITATION OF LIABILITY. SUBJECT TO THE CARD AGREEMENT, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS AND LOSS OF DATA, ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, YOUR USE OR INABILITY TO USE THE PAYMENT PLATFORM.

16. Changing Terms. We can change, add to, delete, or otherwise modify the terms of this Addendum at any time in any way permitted by law. We will send you notice of any change to this Addendum, unless the change benefits you or does not decrease your rights, in which case we do not have to send a notice of the change. To the extent that we are required to give you notice of a change, we will make reasonable efforts to provide you with advance notice of the change. However, we reserve the right to give you notice after a change has occurred if we are not reasonably able to provide you with advance notice.

By clicking on “I Agree” below, you are acknowledging that you have read and understood and agree to be bound by the terms of this Addendum.