

**BANK OF HAWAII MOBILE AND ONLINE BANKING****Zelle® Payments Service Supplement and Terms of Use**

PLEASE PRINT AND SAVE

Please read this Bank of Hawaii Mobile and Online Banking Zelle® Payments Service Supplement and Terms of Use ("Zelle Supplement"), which supplements your Bank of Hawaii Mobile and Online Banking Terms of Use ("Agreement") for use of the Zelle Payments Service (the "Zelle Service"). This Zelle Supplement together with the Agreement serves as the disclosure and agreement and contains important information and disclosures required by applicable federal law about the Zelle Service. If you have a printer, you should print a copy of this Zelle Supplement for your future reference. If you do not have a printer, you may obtain a copy by contacting us at the locations listed in SECTION A of the Agreement.

By selecting "Accept" during enrollment, you are agreeing to the terms of use in this Zelle Supplement. If you do not agree with the terms of use in this Zelle Supplement, please select "Cancel" and you will not have access to the Zelle Service.

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**SECTION A: AVAILABILITY and DEFINITIONS****1. AVAILABILITY.**

The Zelle® Service is available to state of Hawaii, Guam, and Saipan consumer customers only, who are 18 years of age or older. The Zelle Service is not available for business Accounts.

In order to use the Zelle Service, you must be a state of Hawaii, Guam or Saipan consumer checking account holder who is 18 years of age or older and have a Funding Account and/or a Receiving Account. The Funding Account and the Receiving Account may be the same account. Your Receiving Account must be in good standing in order to receive fund transfers. Your Funding Account must have sufficient Available Balance plus amounts available through any overdraft protection plan (such as Overdraft Protection from Savings, or Bankoh Covercheck,) at the time of the Transfer Transaction in order to transfer funds.

You agree that you will not use the Zelle Service for International Transactions, which are not allowed.

**2. DEFINITIONS.**

To make this Zelle® Supplement easier to read, we gave the following words and phrases specific meanings. **Although they are bolded in this section, usage of these words are not bolded throughout this Zelle Supplement.:**

**"Available Balance"** is your Bank of Hawaii deposit account's available balance as defined in your deposit account agreement.

**"Funding Account"** means a Designated Account that is a Bank of Hawaii checking account that you have identified to fund Transfer Transactions.

**“Member”** means a person who is any one or more of the following:

- an individual that is enrolled in the Zelle Service through Zelle to receive funds at the Member’s Financial Institution; or
- an individual that is not yet enrolled in the Zelle Service, but with whom you attempt to initiate a Transfer Transaction.

**“Member’s Financial Institution”** means any financial institution holding a Member’s account that the Member has authorized to receive a transfer of funds as a result of a Transfer Transaction.

**“Network Bank” or “Network Financial Institution”** means any financial institution that has partnered with Zelle.

**“Receiving Account”** means a transaction account that has been identified by the financial institution holding the receiving account as eligible to receive funds from Transfer Transactions.

**“Registered Account”** means your Funding Account or Receiving Account registered for use with the Zelle Service.

**“Transfer Transaction”** means a transaction initiated through the Zelle Service to:

- transfer funds out of your Funding Account to a Member;
- receive a transfer of funds to your Receiving Account from a Member;
- send a request to a Member asking the Member to transfer funds to you using the Zelle Service; and/or
- receive a request from a Member asking you to transfer funds to them using the Zelle Service.

**“User”** refers to you and others who are enrolled with another financial institution that partners with Zelle.

**“Zelle”** refers to the Zelle Network operated by Early Warning Services, LLC, which facilitates the exchange of Transfer Transaction messages between financial institutions.

Any other capitalized terms not defined herein will have the same meaning as provided in the Agreement.

## **SECTION B: THE ZELLE® SERVICE**

### **1. DESCRIPTION OF THE ZELLE® SERVICE.**

- i. The Zelle Network (“Zelle®”) is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the “Zelle Service”). We will refer to financial institutions that have partnered with Zelle as “Network Financial Institutions.”
- ii. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- iii. **THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.**

## **2. ELIGIBILITY AND USER PROFILE.**

When you enroll to use the Zelle® Service, you agree to the terms and conditions of this Zelle Supplement. You represent and warrant that you have the authority to authorize debits and credits to and from the Registered Account(s) that you enroll for the Zelle Service.

You agree that you will not use the Zelle Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle Service nor share your credentials with a third party to use the Zelle Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle Service at any time and without prior notice, including for reasons involving your use of the Zelle Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

The Zelle Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Service if we believe that you are using it for business or commercial purposes, or for any unlawful purpose.

**Content Standards:** You agree that you will not use the Zelle Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability, (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Service.

## **3. CONSENT TO USE AND DISCLOSE PERSONAL INFORMATION (INCLUDING ACCOUNT INFORMATION).**

You authorize each Network Financial Institution to use and verify the e-mail address and/or permanent U.S. mobile phone number associated with you to process and route Transfer Transactions to and from your Funding Account and/or Receiving Account. You also agree that we may provide information about you to any Member you contact or communicate with, or send or receive funds to/from through the

Zelle® Service, as well as any Member's financial institution, Zelle, or any other person or entity engaged in processing, facilitation or delivery Transfer Transactions to which you are a party.

You agree that we may obtain additional information that we deem necessary to ensure you are not using the Zelle Service in violation of any law or regulation, including laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or entities whose accounts are blocked under regulations of the Office of Foreign Asset Control of the United States Treasury Department.

In order to complete requested fund transfers using the Zelle Service, we may need to communicate with other Network Financial Institutions and participants concerning the Transfer Transaction and you authorize us to use, copy, modify, update, display and distribute to other persons, information or data that you provide for the purpose of processing Transfer Transactions.

You further authorize us and other Network Financial Institutions to use information you provide us and information regarding your Transfer Transaction:

- to initiate and complete a Transfer Transaction
- to provide ancillary and supporting services to facilitate your use of the Zelle Service
- to Member's financial institutions
- to any intermediary or service that is facilitating or processing the Transfer Transaction.

You authorize us to disclose any such information to any third parties, including but not limited to transaction processors, clearinghouses, credit bureaus, and merchants, about your account or the transfers you make in order to process your Transfer Transactions or to verify the existence and condition of your account.

#### **4. PRIVACY AND INFORMATION SECURITY.**

We make security and the protection of your information a top priority. Our consumer privacy notice, titled, "**What Does Bank of Hawaii Corporation Do with your Personal Information?**" describes how we collect, share, and protect your personal information and is provided to consumers who open a new account with us. We will share information about you and your account(s) with us, with affiliates and third parties, unless the law or our privacy notice prohibits us from doing so. You can obtain a copy of our consumer privacy notice on [www.boh.com](http://www.boh.com).

#### **5. WIRELESS OPERATOR DATA.**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your relationship, solely to help them identify you or your wireless device and to prevent fraud.

#### **6. ENROLLING FOR THE ZELLE® SERVICE.**

- i. You must provide us with an email address that you intend to use regularly (i.e., no disposable email addresses) and which is your primary e-mail address for your Bank of Hawaii Mobile and Online Banking account, and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers) and which is registered for your Bank of Hawaii Mobile and Online Banking account. You may not enroll in the Zelle Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol, or using an e-mail address or mobile phone number that is not registered to your Bank of Hawaii Mobile and Online Banking account. Please note that if your e-mail address or mobile phone number is already enrolled for another Zelle Service at another institution, you may not be able to enroll using these

identifiers. For Guam and Saipan customers: You must enroll using the email address that you regularly use and intend to use regularly and which is your primary e-mail address for your Bank of Hawaii Mobile and Online Banking account. Enrollment using a U.S. mobile phone number is not available to Guam and Saipan customers. When you enroll and designate a Funding Account and/or a Receiving Account, you are enabling these Designated Account(s) for electronic fund transfers.

- ii. Once enrolled, you may: a) authorize a debit of your Funding Account to send money to another User either at your initiation or at the request of that User; and b) receive money into your Receiving Account from another User either at that User's initiation or at your request, subject to the conditions of the section below titled "Requesting Money".
- iii. If at any time while you are enrolled, you do not send or receive money using the Zelle® Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again.

## **7. CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES.**

By enrolling for the Zelle® Service, and/or participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S mobile phone number and/or other alias to send or receive money as described in this Zelle Supplement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees as message and data rates may apply.
- ii. You will immediately notify us if any email address or mobile phone number you have enrolled is either surrendered by you or changed by you.
- iii. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- v. To cancel text messaging from us for the Zelle Service, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at the number provided in SECTION A of the Agreement. You expressly consent to receipt of a text message to confirm your "STOP" request.

## **8. RECEIVING MONEY; MONEY TRANSFERS BY NETWORK FINANCIAL INSTITUTIONS.**

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle® Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to your Receiving Account.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions and other Zelle users, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle Supplement, the Agreement and the procedures of the business or government agency that is sending you the payment.

We have no control over the actions of other Users, Zelle, network operator, or other Network Financial Institutions that could delay or prevent a transfer of money to you.

## **9. SENDING MONEY; DEBITS BY NETWORK FINANCIAL INSTITUTIONS.**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Zelle® Service by you shall at all times be subject to (i) this Zelle Supplement, the Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Funding Account(s). You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Therefore, you agree to assume all responsibility for any error you make in entering the payee information, and that we will not be responsible for any error you make in sending money thru the Zelle Service. We recommend that you use the Zelle Service to send money only to people you know and trust.

## **10. LIABILITY.**

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

(i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

THE ZELLE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. SEE SECTION 14 BELOW FOR DETAILS. CONTACT US TO DISPUTE A TRANSACTION.

#### **11. SEND LIMITS.**

Transaction and daily maximum limits apply. The current standard Zelle® Service limits and limits applicable to clients who have an established The Private Bank Relationship with Bank of Hawaii are as follows:

Standard Limit	\$1,000 per calendar day
Customer of The Private Bank Limit	\$2,500 per calendar day

For your security, upon enrollment, your transaction and daily maximum limit will be \$500 per calendar day. You will be notified when your limits have been increased to the Standard Limit.

At any time should The Private Bank relationship be terminated, the standard limits in effect at the time of termination will be restored. We reserve the right to change these limits without notification to you. The daily applicable limits will reset at 12:00 am Central time.

#### **12. REQUESTING MONEY.**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Zelle Supplement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, Zelle, and our respective owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

### **13. TRANSACTION ERRORS.**

Telephone or write to us at the contact information in SECTION A of the Agreement as soon as you can, if you think your statement is wrong or if you need more information about a Transfer Transaction listed on the statement. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- a) Tell us your name and your Account number;
- b) Describe the error or the Transfer Transaction 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 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Funding Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

For errors involving new Accounts, we may take up to 90 calendar days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. In addition, if we determine that no error or a different error occurred and we had provisionally credited your Funding Account, we will provide you notice that will include the date and the amount of the provisionally credited amount that will be debited. If applicable, we will honor Items (including any checks, drafts, or other similar instruments) and preauthorized transfers from your Funding Account up to the amount in dispute for a period of 5 Business Days after our notice of reversal is sent to you without imposing any overdraft charges.

### **14. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.**

You must tell us AT ONCE if you believe any of your account credentials or your password(s) have been compromised, or if you believe that a Transfer Transaction has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Funding Account, plus the maximum amount of your Bankoh CoverCheck or overdraft protection plans. If you tell us within 2 Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your account and/or password to initiate a Transfer Transaction without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your Account statement shows a Transfer Transaction that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed or delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone



from taking the money if you had told us in time. Examples of circumstances that require extension of the notification periods under this section include the consumer's extended travel or hospitalization.

If you believe your account and/or password has been compromised, or if you believe an electronic fund transfer has been made without your permission using information from your account (account and routing number information), you must tell us immediately by telephone or in writing.

See SECTION A of the Agreement.

#### **15. LIABILITY FOR FAILURE TO COMPLETE TRANSFERS.**

If we do not complete a Transfer Transaction to your Receiving Account or from your Funding Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Funding Account to make the Transfer Transaction;
- (b) If, through no fault of ours, we have not actually received enough money to cover a request for money you sent to another User;
- (c) If the funds in your Registered Account, Receiving Account, or Funding Account are subject to legal process or other encumbrances restricting the Transfer Transaction;
- (d) If our processing system was not working properly and you knew about the problem when you started the Transfer Transaction;
- (e) If circumstances beyond our control (such as fire or flood) prevent the Transfer Transaction, despite reasonable precautions that we have taken;
- (f) If this Zelle® Supplement or the Agreement is terminated and/or if you or we terminate your use of the Zelle Service;
- (g) If the authorization for your use of the Zelle Service is revoked by law or court order (in case of death or incompetence, for example);
- (h) If the services on your mobile device used to access the Zelle Service are not working properly and you knew about the malfunction when you started the Transfer Transaction;
- (k) If you have not provided us with the correct transfer information; or
- (l) If other exceptions are provided in other agreements we have with you or by applicable law.

We will rely on the identifying numbers you provide us in processing your Transfers Transactions. We will not be responsible for any conflict between these numbers and the identity of the parties or accounts involved.

#### **16. CANCELLATION OF THE ZELLE® SERVICE.**

You may cancel your use of the Zelle Service by contacting us as provided in SECTION A of the Agreement. We may cancel your use of the Zelle Service if you close all of your Registered Account(s), or upon notification to you.

#### **17. RIGHT TO TERMINATE ACCESS.**

In the event (i) you violate any terms of the Zelle® Supplement or the Agreement, (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Receiving Account or use of the Zelle Service, or (iii) we incur problems with your use of the Zelle Service, you agree that we may suspend or terminate your access to the Zelle Service at any time. We may, in our sole discretion, at any time and without prior notice to you or other Transfer participants, suspend or terminate:

- your use of the Zelle Service,

- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another Member, or
- your ability to receive requests for funds from another Member

#### **18. CHANGING THE TERMS OF THE ZELLE® SERVICE.**

We may change, delete, or add to the terms and conditions for the Zelle Service, and make changes, deletions, or additions to the Zelle Service at any time by notifying you of the change by providing the changed terms through the Mobile Banking Services, sending a notice to your e-mail address, sending you a notice by U.S. Mail or any other means permitted by applicable law. If you do not agree to the change(s) you must cancel the Zelle Service.

#### **19. DISCLAIMER OF WARRANTIES.**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE ZELLE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### **20. LIMITATION OF LIABILITY.**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR ZELLE®, ITS RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS, OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE SERVICE OR WITH THE TERMS OF THIS ZELLE SUPPLEMENT AND THE *AGREEMENT*, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF WE OR ZELLE, ITS RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS, OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

#### **21. INDEMNIFICATION.**

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Service, and except as otherwise provided in this Zelle Supplement or the Agreement, you agree to indemnify, defend and hold harmless Bank of Hawaii and Zelle, and their respective owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs, (including, but not limited to, direct, incidental, consequential, exemplary and

indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Service, or any violation by you of the terms of this Zelle Supplement.

**22. GOVERNING LAW; CHOICE OF LAW; SEVERABILITY.**

Your use and the terms of the Zelle® Service shall be governed by and construed under the laws of the State of Hawaii, if any term cannot be legally enforced, it shall be considered changed to the extent necessary to comply with the law. If any provision is determined to be void or invalid, the remainder of the terms shall remain in full force and effect.

**23. MISCELLANEOUS.**

Subject to the terms provided, the Zelle® Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.