

# Legal Terms and Conditions

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> introductory APR for the first eighteen billing cycles after the account is opened.  After that, your APR will be <b>13.98%</b> or <b>16.98%</b> based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> introductory APR for the first eighteen billing cycles after the account is opened.  After that, your APR will be <b>13.99%</b> or <b>16.99%</b> based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>13.99%</b> or <b>16.99%</b> when you open your account, based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	<b>None</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> ( <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> ).

Fees	
<b>Annual Fee</b>	<b>\$0</b>
<b>Transaction Fees:</b> <ul style="list-style-type: none"><li>• Balance Transfer</li><li>• Cash Advance</li><li>• Foreign Transaction</li></ul>	<p>Either <b>\$10</b> or <b>4%</b> of the amount of each transfer, whichever is greater.</p> <p>Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater.</p> <p><b>2%</b> of each Foreign Transaction after conversion into U.S. dollars.</p>

Penalty Fees:	
• Late Payment	Up to <b>\$25</b>
• Returned Payment	Up to <b>\$25</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance (including new purchases)".

Foreign Transaction fee of 2% will be added to charges made in currencies other than U.S. Dollars, 1% of which will be retained by American Express.

The information contained in these disclosures is accurate as of 9/18/2015. This information may have changed after that date. To find out what may have changed, call us at 1-888-455-5330 or write us at Card Services, PO Box 8801, Wilmington, DE 19899-8801.

### **Terms and Conditions:**

Important Information about the Bank of Hawaii Credit Card Program: Offers may vary. Please review carefully the reward benefits (such as bonus points and how points are earned), interest rates and account fees and terms of this particular offer before applying.

**Terms and Conditions Authorization:** I understand that the use of any credit card account opened or any card issued in connection with this offer will constitute my acceptance and will be subject to the terms and conditions of these Terms and Conditions and the Cardmember Agreement that will be sent to me. I agree to be responsible for all charges incurred according to the Cardmember Agreement. I understand that after my account is opened, the terms of my account are subject to change as provided in the Cardmember Agreement.

**About This Offer:** You must be at least 18 years of age. **This offer is available only to applicants who are residents of the continental United States (including Alaska and Territory of American Samoa) who have an established deposit relationship with Bank of Hawaii, State of Hawaii, Territory of Guam and the Commonwealth of the Northern Mariana Islands. This offer is not available to residents of Iowa and Puerto Rico.** This offer may not be available if you already have or have had a credit card account with us. If at the time of your application you do not meet the credit or income criteria previously established for this offer, or the income you report is insufficient based on your current obligations, we may be unable to open an account for you.

**Changes to Account and Benefits Terms:** We reserve the right to change the APR and other account terms in accordance with the Cardmember Agreement, Hawaii law and the Federal Truth in Lending Act. We also reserve the right to change the benefits and features associated with the card or the account.

**About Your Credit Report and Your Credit Performance:** You agree that Bank of Hawaii (or its servicing agent) has the right to obtain a current credit report in connection with our review of your application and, subsequently, in connection with a requested charge to any account with us, the renewal of your account, or a change in your credit line; and that we have the right to report to others our credit experience with you. Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer report about you. After your account is opened, we will periodically review your credit performance. If you do not maintain your credit performance, we may change your account terms.

**How the Variable APRs on Your Account will be Determined:** The APRs on your account will be determined each billing cycle by adding a margin to the Prime Rate (which will be the highest rate published in the Money Rates column of *The Wall Street Journal* on the last business day of each month). See your Cardmember Agreement for more detail. The APRs noted above are current as of 9/18/2015 using a Prime Rate of 3.25%.

**Important Information About Procedures for Opening a New Account:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents. We also ask for your country of citizenship.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes, or court order under Section 766.70 adversely affects the interest of the creditor, Bank of Hawaii, unless the Bank, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the Agreement, Statement or Decree, or has actual knowledge of the adverse provision. IF I AM A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY.

**Your Telephone Number:** By providing us with a telephone number(s), at the time you apply or anytime thereafter, you authorize Bank of Hawaii and its affiliates, agents and independent contractors, to contact you regarding your account at such number using any means of communication, including, but not limited to calls placed to your cell, mobile or other phone using an automated dialing service, pre-recorded messages or text messages. Standard text messaging and/or calling charges may apply.

**Balance Transfers. Here's How it Works:**

To request a balance transfer please enter the 15/16 digit account number from the MasterCard, Visa, American Express, or Discover Card account that you want us to process a balance transfer to. If the total amount you request exceeds the assigned credit line on your new account, we may either decline the request or send a partial payment to your creditor(s). The amount of available credit on your new account will be reduced by the amount transferred and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date. You should not transfer the amount of any disputed purchase or other charge. If you do, you may lose your dispute rights. Upon approval of your application we will process the requested balance transfer payment to the account(s) which you have requested on the 10<sup>th</sup> day after we've mailed you your card; during this 10 day time period you may cancel your balance transfer by contacting us at the number on the back of your card.

A balance transfer may take up to 4 weeks to post to your other accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express, or Discover card, please call the phone number on the back of your new credit card once you are approved. Balance transfers are subject to availability. We may deny balance transfer requests at any time and for any reason.

**Paying Interest on Balance Transfers and Cash Advances:**

We charge interest on balance transfers and cash advances beginning on the transaction date. We charge interest on purchases unless you pay your entire balance, which includes all purchases, cash advances and balance transfers by the payment due date each and every month. Your entire balance includes any balances your transfer pursuant to this offer. This means that we will charge your interest on purchases if you do not pay any balance transfers in full by the first payment due date. Please see your Cardmember Agreement for details on how interest accrues.

**Cash Equivalent Purchases:** The purchase of money orders, travelers' checks, foreign currency, lottery tickets, gambling chips, wire transfers and other similar transactions are treated as cash advances. Please see the Cardmember Agreement that will accompany your credit card upon account opening for more details. American Express Cards are not presently accepted for the purchase of bets, lottery tickets or casino gaming chips.

**Law That Applies:** Any credit card opened in response to this application shall be governed by the laws of the State of Hawaii.

**Information Sharing:**

Bank of Hawaii's Privacy Policy is available online at boh.com. I agree that Bank of Hawaii, its affiliates, agents and independent contractors as well as its MyBankoh Rewards Program administrator, may share information about me and my account to the extent needed to administer the MyBankoh Rewards Program.

## **MyBankoh Rewards Program**

### **MyBankoh Rewards Program Rules**

The Bank of Hawaii credit card account is issued by Bank of Hawaii. Bank of Hawaii is responsible for establishing the MyBankoh Rewards Program Rules (the "Rules") that apply to the MyBankoh Rewards Program (the "Program") and reserves the right to modify, amend or terminate the Program or Rules at any time. The words "we," "us" and "our" refer to Bank of Hawaii and its successor firms, subsidiaries or affiliates (collectively "Bank of Hawaii").

Please read these Rules carefully. Use of your Bank of Hawaii credit card account (the "Account") will signify that you have read and agreed to all of these Rules. As used in these Rules, the words "you" or "Cardmember" means any person who has an Account and is enrolled in the Program.

These Rules are not terms and conditions applicable to your Bank of Hawaii Account. These Rules describe the Program associated with your Account.

### **Eligibility**

Program eligibility is restricted to Cardmembers with Accounts in good standing as determined in our sole discretion. Your Account will not be in good standing for reasons that include, but are not limited to, (a) your Account has been closed (by you or by us), which may include closure for account inactivity (non-use of the credit card account for at least one purchase transaction for a period of 6 months or longer); (b) a payment has not been made when due and remains unpaid; (c) a payment made to us is not honored by your bank; (d) you do not maintain the level of credit performance you had when approved; or (e) you violate these Rules. The Account may only be used for personal, family or household purposes. You must be a consumer and you must reside in the United States (with the exception of Iowa and Puerto Rico), Territory of American Samoa, Territory of Guam, and the Commonwealth of the Northern Mariana Islands. If your Account is not kept open and in good standing, your enrollment in the Program may be cancelled and any outstanding unredeemed Points may be forfeited. In addition, if you are late paying in any billing cycle, this may result in the forfeiture of points earned in that billing cycle.

To participate in the Program, your Account must remain open and in good standing, you must maintain your creditworthiness and you must use your card for at least one (1) purchase transaction every six (6) months (or have some type of account balance every six months). Failure to meet these requirements may result in account closure and/or forfeiture of all outstanding points earned. In addition, if your payment is late in a particular billing cycle, this may result in the forfeiture of points earned for the purchases made during the previous billing cycle. If your points are forfeited for any reason, we will not reinstate these points to your Account.

### **Point Accrual and Tracking**

Cardmembers earn points ("Points") in the Program. Points are the measure used to value rewards for redemption. Your Points can be viewed on your monthly Account statement. Points are awarded based on Net Purchases for each retail purchase transaction at a rate of one Point per dollar (\$1.00) on all qualifying purchase transactions.

Net Purchases means qualifying purchases less credits, returns and adjustments. Net Purchases are earned based on new Net Purchase transactions charged to the Account during each periodic billing cycle. When a purchase or transaction is not a whole dollar amount, any fraction equal to or greater than \$0.50 will be rounded up to the nearest whole dollar and any fraction less than \$0.50 will be rounded down to the nearest whole dollar.

Transactions that are not eligible for Points include, but are not limited to, cash advances, ATM withdrawals, balance transfers, convenience checks, drafts, fees, interest charges and purchase of travelers check and money orders.

Earned Points will generally be added to your Account and available for use within one week after the date the transaction is posted to the Account. Point earnings are not based on purchase date but on the date the transaction

is submitted/ posted by us. Points will be itemized on the Cardmember's Account periodic statement and will indicate total number of points earned, points redeemed and points carried over from the previous statement period.

We reserve the right to exclude from Net Purchases unauthorized Purchases (or purchases which are later returned or disputed) and Purchases which are added to your Account after you are past due or over the Account limit. We reserve the right to add other transactions to the list of ineligible transactions at our discretion at any time. Any questions/disputes regarding eligibility of transactions shall be determined by us at our discretion.

Previously awarded Points relating to ineligible transactions shall be forfeited. If Points for credit, returns or other adjustments exceed new Purchases during a billing cycle, we will report negative Net Purchases. No retroactive Points will be awarded.

### **Bonus Award:**

Cardmembers will receive a one-time bonus award of 10,000 Points when a total of \$1,000 in Net Purchases are posted to their Account within the first 90 days that the Account is opened, provided the purchases are not later rescinded or returned. Bonus Points will be posted at the close of the first periodic statement after the 90th day of account opening.

Bonus Awards are limited to new Cardmembers only.

### **Year End Bonus Award:**

Cardmembers will receive at the end of each calendar year an annual bonus award ("Annual Bonus Award") based on a percentage of the Points earned on Net Purchases (excluding any point bonuses). Annual Bonus Awards will be posted to your account at the end of your January billing period. Annual Bonus Award amounts are:

- 20% for **Bank of Hawaii American Express® Card** Cardmembers

### **Points Redemption**

#### **Redeem with MyBankoh Rewards**

Cardmembers may redeem Points for a statement credit or ACH deposit into a US checking or savings account of their choice toward any eligible transaction that posts to their Account. An eligible transaction is any purchase transaction that posts to the Account within the last 90 days and is equal to or greater than \$25 or any charitable donation that falls under the Charitable and Social Service organizations merchant category code.

Individual merchants are responsible for designating their own merchant category codes. We do not determine whether merchants correctly identify and bill transactions as being made (or not made) at any of these designated categories. Please note that it is possible that some merchant codes may not meet our eligibility criteria.

To redeem Points, access your Account at BOHCreditCard.com and go to the Rewards tab. The statement credit will appear on the Account within one billing cycle after the Points are redeemed. Deposits will be transferred to your account within three to four (3-4) business days and there is a \$500 daily limit for cash back rewards deposited into US checking or savings accounts. There is no maximum number of Points that may be redeemed in any billing cycle. Points required for statement credit redemptions are rounded up to the nearest 100 points.

If any statement credit you received was awarded based on purchases not authorized by you, or if credits or returned purchases from previous statements post in any subsequent billing cycle and such returned purchases exceed the Points value on your Account, we may debit your Account for any statement credits previously applied to your Account. Points will be redeemed on a first-in, first-out basis. A statement credit cannot be used towards your monthly minimum payment. You must still make your monthly minimum payment by the due date.

#### **Gift Cards**

Cardmembers may redeem Points for Gift Cards that will be mailed to the primary address of record with Bank of Hawaii. Gift Cards will not be mailed to an international address. Gift Cards will be mailed Standard Delivery. Please allow 7-14 business days for receipt. The selection of items and the number of Points needed to redeem Gift Cards may change at any time and are subject to availability. Use of any Gift Card that a Cardmember redeems is

subject to any additional restrictions, conditions and exclusions listed on the Gift Card, the packaging for the Gift Card or outlined in the individual merchant/provider disclosures on BOHCreditCard.com. Each merchant/provider has the right to place restrictions on the use of its Gift Cards. Gift Cards are not exchangeable, refundable, transferable or redeemable for cash, cannot be replaced if lost or stolen and are void where prohibited. Gift cards are not valid toward previous purchases, and cannot be used as payment on any existing Account balances with Bank of Hawaii.

### **Points Expiration**

Unredeemed Points expire if your Account is closed, whether by you or by us.

### **Rewards Information**

We reserve the right to modify, amend or terminate the Program or these Rules at any time. However, if we terminate the Program, we will provide notice to you and reasonable options for redemption of any outstanding Points. If your Account is closed for any reason, you will no longer earn Points or be allowed to redeem outstanding Points. Points cannot be transferred or sold.

You are solely responsible for any taxes that may be owed as a result of Points earned and/or redeemed. Please consult your tax advisor if you have tax questions about the Program. We will not provide tax advice.

Points have no value except as used in accordance with the Rules of the Program. We reserve the right to disqualify any Cardmember from participating in the Program and to invalidate any or all Points for abuse, fraud or any violation of the Program's Rules.

By participating in the Program, and accepting and using Points earned in the Program, you on behalf of yourself and any other beneficiary of the Program, release, discharge and hold harmless Bank of Hawaii and its subsidiaries, affiliates, agents, administrators, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Program or use of products or services chosen as a Program Reward.

We are not responsible for unauthorized redemptions on your Account. We will have no liability in case of disagreement over issuance of or right to possess Points.

All questions or disputes regarding eligibility for the Program or eligibility for Points for accrual or redemption will be resolved by us at our discretion. Questions regarding the Program, including questions about your Point balance and/or Point redemption, may be directed to 1-888-455-5330. Our agents are available 24 hours a day, 7 days a week.

This credit card program is issued and administered by Bank of Hawaii.

American Express is a federally registered service mark of American Express. This card is issued by Bank of Hawaii pursuant to a license from American Express.

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