



a division of Bank of Hope

## Important Legal Notice

Effective April 2, 2025, Territorial Savings Bank has merged into Bank of Hope. All accounts, services, and obligations previously held by Territorial Saving Bank are now provided by Bank of Hope. Any references to "Territorial Savings Bank" in this agreement should be understood as "Bank of Hope." Territorial Savings operates as a division of Bank of Hope and may continue to appear in branding for customer familiarity; however, the legal entity and contracting party is Bank of Hope.

### Samsung Pay, Apple Pay, Google Pay

Territorial Savings Bank ("TSB") allows its customers who have compatible devices and qualifying accounts at TSB to utilize the Samsung Pay system, Apple Pay system and Wallet application, Google Pay system and any associated digital wallet applications (collectively "Digital Wallet Payment System or Systems") with eligible TSB branded debit cards in the United States ("Card" or "Cards"). By adding a Card to any of the Digital Wallet Payment Systems on a compatible device, you agree to the following Terms and Conditions which will govern your use of the Cards through, and in connection with, any of the Digital Wallet Payment Systems on any device and you also consent to receive these Terms and Conditions and any subsequent amendments thereto electronically or in digital form. If you do not want to agree to these terms and conditions, you must not add your Cards to any of the Digital Wallet Payment Systems.

1. The terms "you" and "your" refer to the cardholder and/or authorized user of the Card or Cards. The terms "we," "us," "our," and TSB refer to Territorial Savings Bank.
2. The term "Samsung Pay" shall include the Samsung Pay payment functionality any associated digital wallet applications and the Card provisioning and tokenization functionality performed, and transaction history displayed, by Samsung Pay and other eligible applications on Samsung compatible devices. TSB will determine, in its sole discretion, which Cards will be eligible for use through Samsung Pay. If your TSB accounts are not in good standing your use of the Cards through Samsung Pay may be prohibited, terminated or restricted. TSB reserves the right to terminate the ability to use Cards with Samsung Pay and may also limit the maximum number of Cards that may be used in connection with Samsung Pay or limit the dollar amount of transactions completed through Samsung Pay. Samsung Pay may not be accepted at all places where your Cards are accepted.
3. The term "Apple Pay" shall include the Apple Pay payment functionality, Apple Pay Cash (which is only available for consumer Cards) and the Card provisioning and tokenization functionality performed, and transaction history displayed, by the Wallet application and other eligible applications on compatible devices. TSB will determine, in its sole discretion, which Cards will be eligible for use through Apple Pay. If your TSB

accounts are not in good standing your use of the Cards through Apple Pay may be prohibited, terminated or restricted. TSB reserves the right to terminate the ability to use Cards with Apple Pay and may also limit the maximum number of Cards that may be used in connection with Apple Pay or the Wallet application or limit the dollar amount of transactions completed through Apple Pay. Apple Pay may not be accepted at all places where your Cards are accepted.

4. The term "Google Pay" shall include the Google Pay payment functionality, Google Pay Send (which is only available for consumer Cards) and the Card provisioning and tokenization functionality performed, and transaction history displayed, by Google Pay and other eligible applications on compatible devices. TSB will determine, in its sole discretion, which Cards will be eligible for use through Google Pay. If your TSB accounts are not in good standing your use of the Cards through Google Pay may be prohibited, terminated or restricted. TSB reserves the right to terminate the ability to use Cards with Google Pay and may also limit the maximum number of Cards that may be used in connection with Google Pay or limit the dollar amount of transactions completed through Google Pay. Google Pay may not be accepted at all places where your Cards are accepted.

5. If you do not agree to these Terms and Conditions, then you may not add your Cards to, or use your Cards in connection with, any of the Digital Wallet Payment Systems. These Terms and Conditions supersede any prior terms and conditions you may have agreed to with respect to access to, and the use of, Cards through any of the Digital Wallet Payment Systems.

6. To add your Card to any of the Digital Wallet Payment Systems, you must register your Card with the applicable Digital Wallet Payment Systems by linking ("provisioning") your Card to a compatible device (as determined by Samsung, Apple and/or Google). To add an eligible Card to a Digital Wallet Payment Systems compatible application, follow the instructions provided in the application. Your decision to add a Card to any of the Digital Wallet Payment Systems or to use a Card in connection with any of the Digital Wallet Payment Systems does not alter, modify or change the underlying account agreement, disclosures or other contracts that you entered into with TSB as a condition of receiving the Card, including but not limited to the "Rules for your TSB Consumer Checking Accounts and Money Market Deposit Account" and "Business Check Card Agreement" as the same may be amended from time to time (collectively "Account Agreements"). The Account Agreements are incorporated by reference as part of these Terms and Conditions.

7. You should carefully review the Account Agreements because they contain important information concerning your rights and responsibilities when making transactions through the Digital Wallet Payment Systems or utilizing compatible applications. You also acknowledge that your use of any of the Digital Wallet Payment Systems is subject to the terms and conditions set forth by Samsung Pay, Inc., Samsung Group, Apple, Google or any of their affiliates or another third party supporting the Digital Wallet Payment Systems with respect to the use of the Digital Wallet Payment Systems and any compatible application ("Third Party Agreements"). It

is your responsibility to read and understand the Third Party Agreements before creating, activating or using a Card with the Digital Wallet Payment Systems. TSB is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or functionality of the Digital Wallet Payment Systems or compatible applications or any third party products or services. You will need to pay any third party fees and charges associated with downloading, registering and using the Digital Wallet Payment Systems or Digital Wallet Payment Systems compatible applications on any compatible device. If a device you use with any of the Digital Wallet Payment Systems is lost or stolen, your Touch ID (fingerprint identity) or other passcode is compromised or your Card has been used through the Digital Wallet Payment Systems without your permission, you must notify TSB immediately. If you fail to notify TSB without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with the applicable Digital Wallet Payment Systems.

8. Any applicable interest, fees and charges that apply to your Card or your accounts at TSB will also apply when you use your Card through any of the Digital Wallet Payment Systems or compatible applications. Your use of any of the Digital Wallet Payment Systems and compatible applications may also result in charges or fees related to your mobile service provider, wireless provider or data service provider. TSB does not currently impose a fee for using your Card through any of the Digital Wallet Payment Systems but we reserve the right to impose a fee in the future. **Please note that Samsung, Apple, Google or another third party supporting the Digital Wallet Payment Systems may charge a fee for using your Cards in the applicable Digital Wallet Payment Systems.**

9. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Card through any of the Digital Wallet Payment Systems or compatible applications. You agree to comply with any and all applicable to tax laws and represent and warrant that you will not use your Card through any of the Digital Wallet Payment Systems or compatible applications for any illegal or unlawful purpose or transaction.

10. You may be required to take additional steps to authenticate yourself before your Card is added to any of the Digital Wallet Payment Systems, including by providing additional identifying information. When linking or provisioning your Card through any of the Digital Wallet Payment Systems to an applicable Samsung, Apple or Google compatible device that contains a secure element, a unique numerical identifier different from your Card number ("Token") will be added to such secure element, for the purpose of making purchases through the applicable Digital Wallet Payment System. If you are issued a new physical plastic Card because your card was lost, stolen or expired but your compatible device is not lost or stolen, you will need to register your new plastic card to the applicable Digital Wallet Payment System. The applicable Digital Wallet Payment System will automatically assign your new physical plastic Card to a new Token number. Due to the manner in which the Digital Wallet Payment Systems operate, when you return an item purchased using a Digital Wallet Payment System you may need to physically present to the merchant the device you utilized to complete the transaction. You authorize your wireless or mobile service provider (i.e. AT&T, Verizon,

T-Mobile, Sprint, etc.) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your wireless or mobile service provider's privacy policy, to allow verification of your identity and to compare information you have provided to TSB with your mobile or wireless account profile information.

11. You agree and acknowledge that the transaction history displaying usage of your Card in any of the Digital Wallet Payment Systems solely represents the authorization of your Digital Wallet Payment System transaction and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Digital Wallet Payment System transaction history in connection with use of your Card in any of the Digital Wallet Payment Systems may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing or monthly statement, which shall be deemed the definitive record of the transactions.

12. You consent to receive electronic communications and disclosures from us in connection with your use of the Card with any of the Digital Wallet Payment Systems and compatible applications. You agree that we can contact you by email at any email address you provide to us in connection with any TSB product, service or account, or through the mobile devices on which you have linked or provisioned your Card. You specifically authorize, agree, and consent that we may contact you through text messages sent to any mobile device on which you use the Cards in connection with any of the Digital Wallet Payment Systems or compatible applications. You agree to promptly update your contact information with us when it changes. You may contact us at: (808) 946-1400, between the hours of 8:30 am and 4:30 pm Hawaii Standard Time.

13. Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as "jailbreaking"—may not be used with your Cards for any of the Digital Wallet Payment Systems. You acknowledge that the use of a modified device to use your Card in connection with any of the Digital Wallet Payment Systems is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through any of the Digital Wallet Payment Systems.

14. You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through any of the Digital Wallet Payment Systems. You acknowledge that (i) Samsung, the provider of Samsung Pay technology that supports the Cards in Samsung Pay, as well as Samsung's sub-contractors, agents, and affiliates, or other third parties supporting Samsung Pay, (ii) Apple, the provider of Apple Pay technology that supports the Cards in Apple Pay, as well as Apple's sub-contractors, agents, and affiliates, or other third parties supporting Apple Pay, (iii) Google, the provider of Google Pay technology that supports the Cards in Google Pay, as well as Google's sub-contractors, agents, and affiliates, or other third parties supporting Google Pay and (iv) the applicable payment network branded on your Card (including but not limited to MasterCard International Incorporated and its affiliate

Maestro and Visa, U.S.A., Inc. and its affiliate Interlink) as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through any of the Digital Wallet Payment Systems. We will use, share and protect your personal information in accordance with our Privacy Statements applicable to your Card account. You acknowledge that the use and disclosure of any personal information provided by you directly to any of the Digital Wallet Payment Systems, the applicable payment network branded on your Card, or other third parties supporting the applicable Digital Wallet Payment Systems or compatible applications, will be governed by such party's privacy policy and not the TSB privacy statements.

15. Merchants may present to you certain discounts, rebates or benefits such as free shipping ("Offers") for utilizing any of the Digital Wallet Payment Systems. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. TSB will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Account Agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through any of the Digital Wallet Payment Systems or the Offers that they provide.

16. These Terms and Conditions are governed by federal law and, to the extent that state law applies, the laws of the State of Hawaii. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Account Agreements. If the Account Agreements do not contain a mandatory dispute resolution procedure, the following will apply: If you or TSB so requests, any controversy or claim between you and TSB with respect to the applicable Digital Wallet Payment Systems or compatible applications will be decided by binding arbitration conducted before a single arbitrator, without a judge or jury, in the State of Hawaii, City and County of Honolulu, under the auspices of Dispute Prevention and Resolution, Inc. ("DPR"), in accordance with Chapter 658A of the Hawaii Revised Statutes and the Arbitration Rules, Procedures & Protocols of Dispute Prevention & Resolution, Inc., as may be amended from time to time. The arbitrator 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 you or TSB 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 under applicable law, such as setoff, or to seek injunctive relief in any court having jurisdiction, and the parties may seek these remedies without waiving TSB's right to submit the claim or controversy to arbitration at a later date. If either party submits a controversy or claim to arbitration, the prevailing (winning) party will be entitled to recover its reasonable attorneys' fees and costs.

17. All intellectual property rights regarding any of the Digital Wallet Payment Systems and compatible applications are owned either by Samsung, Apple, Google, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any

rights in or to any intellectual property owned by Samsung, Apple, Google, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, any of the Digital Wallet Payment Systems.

18. The Digital Wallet Payment Systems and compatible applications are provided by Samsung, Apple, Google and other third parties that support the Digital Wallet Payment Systems, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with any of the Digital Wallet Payment Systems may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through any of the Digital Wallet Payment Systems due to such delay, interruption, disruption or similar failure.

19. You acknowledge that we are not party to the terms and conditions for the applicable Digital Wallet Payment Systems between you and Samsung, Apple, Google or the other third parties supporting any of the Digital Wallet Payment Systems and we do not own and are not responsible for any of the Digital Wallet Payment Systems or compatible applications. We are not providing any warranty for any of the Digital Wallet Payment Systems or compatible applications. We are not responsible for maintenance, updates, or other support services for any of the Digital Wallet Payment Systems or compatible applications. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A "CARD" (as defined herein) TO ANY OF THE DIGITAL WALLET PAYMENT SYSTEMS, OR YOUR ACCESS OR USE OF ANY OF THE DIGITAL WALLET PAYMENT SYSTEMS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY OF THE DIGITAL WALLET PAYMENT SYSTEMS OR COMPATIBLE APPLICATIONS.

20. TSB shall not be responsible for claims that any of the Digital Wallet Payment Systems or compatible applications fail to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of any of the Digital Wallet Payment Systems or compatible applications, including those pertaining to Intellectual Property Rights, must be directed to Samsung, Apple, Google or the other third parties supporting the applicable Digital Wallet Payment System.

21. TSB does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of whether any device you choose to access any of the Digital Wallet Payment Systems. You are responsible for the selection of a compatible device that meets the specifications and requirements set

forth by Samsung, Apple or Google. You agree that you are responsible for all issues relating to the operation, performance and costs associated with any device you choose to use in connection with any of the Digital Wallet Payment Systems. You are responsible for all transactions made using any Card that you use with any of the Digital Wallet Payment Systems. You are responsible for maintaining the confidentiality of your TSB login and password, your Samsung/Apple/Google Account ID, Samsung/Apple/Google passwords and other means you may use from time to time utilize to access your cards through the applicable Digital Wallet Payment System or compatible applications. You should keep your Samsung/Apple/Google Compatible Device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure.

22. You will indemnify, defend, and hold TSB harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in the Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of any of the Digital Wallet Payment Systems, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any other party's access or use of the applicable Digital Wallet Payment System with your Touch ID, other credentials, other appropriate security code.

23. You represent and warrant to us that: (i) you are over the age of 18 and are accepting these terms and conditions on behalf of yourself, any joint account owners, including authorized minors (ii) you agree that the Courts in the State of Hawaii are a convenient forum and have jurisdiction over you for purposes of this agreement (iii) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to the applicable Digital Wallet Payment System is your name; (iv) the Card you added to the applicable Digital Wallet Payment System is your debit Card; (v) you have the authority to authorize the receipt of notices, calls and text messages from TSB at the phone number you provide, or on the mobile device that you use, in connection with the applicable Digital Wallet Payment System; (vi) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (vii) you will not use your Card through any of the Digital Wallet Payment Systems for any fraudulent undertaking or in any manner so as to interfere with the operation of the applicable Digital Wallet Payment System; and (viii) your use of your Card in connection with the applicable Digital Wallet Payment System will comply with these Terms and Conditions.

24. If you have any questions, disputes, or complaints about Samsung Pay or compatible applications, contact Samsung at <https://www.samsung.com/us/apps/samsung-wallet/> .

25. If you have any questions, disputes, or complaints about Apple Pay or the Wallet application, contact Apple at. <https://support.apple.com/apple-pay>.

26. If you have any questions, disputes, or complaints about Google Pay or compatible applications, contact Google at <https://support.google.com/pay/answer/7452510?hl=en>.

27. If you have a question, dispute or complaint about your TSB Card, then contact us at (808) 946-1400 or any TSB branch.