## The United® Credit Card Program Agreement









# Thank You for Choosing the United® Credit Card from First Hawaiian Bank

This Guide to Selected Benefits and United Credit Card Program Agreement will help you make the most of your United® Credit Card from First Hawaiian Bank.

If you have questions about the MileagePlus program, please visit **united.com**.

If you have questions about your credit card account, send us a secure message by logging into your account at **FHB.com**, or call our customer service line at 1-800-342-2778.

#### How Can I Earn Award Miles?<sup>1,2</sup>

The Primary<sup>3</sup> Cardholder's MileagePlus account receives:

#### Triple Miles on United ticket purchases

Earn 3 Miles per \$1 spent on United tickets purchased through United ticketing channels.

#### **Double Miles on Gas**

Earn 2 Miles per \$1 spent on gas purchases.

#### **Double Miles on Groceries**

Earn 2 Miles per \$1 spent at grocery stores.

#### Earn Miles on all other purchases

Earn 1 Mile per \$1 spent on all other purchases.

#### Your Miles Won't Expire4

Your card can help you earn Premier status⁵ Earn up to 1,000 Premier Qualifying Points (PQP) with your card.

BEST OF ALL: There's No Cap on How Many Miles You Can Earn

#### Special Travel Perks with United<sup>6</sup>

#### First and Second Standard Checked Bags Free<sup>7</sup>

The Primary Cardholder's first and second standard checked bags are free when you use your United Credit Card from First Hawaiian Bank to purchase your tickets on United- and United Express-operated flights; codeshare partner-operated flights are not eligible.

Oversized/overweight/extra baggage service charges still apply if applicable. You'll receive waivers on up to two bags each way. Just remember to include your United MileagePlus number when making your reservation, and purchase your ticket(s) with your United Credit Card. Cardholders who are already exempt from other checked baggage service charges will not receive an additional free standard checked bag. Please allow 2 weeks after account opening for your first and second free standard checked bag to be available on eligible United reservations.

#### Two Complimentary United Club<sup>SM</sup> One-Time Passes Annually<sup>8</sup>

Airports become enjoyable destinations when you visit the United Club. Receive two (2) complimentary one-time passes to participating United Club locations, delivered to you electronically upon account opening and every year on the anniversary date of your account opening.

Once your passes are available in your MileagePlus account, you can access them in one of <u>three</u> ways:

- 1. The email notification will include PDF versions of your passes as attachments.
- 2. Log in to your MileagePlus account at united.com. All valid, unused electronic passes deposited to your MileagePlus account will be viewable and accessible in "My Accounts."
- 3. Sign in to your MileagePlus account on the United app and select the "My Profile" icon on the top right corner of the home screen. Your passes are listed under "Membership and United Club<sup>SM</sup> passes."

We strongly encourage you to check your MileagePlus account at united.com to ensure that your contact information is up-to-date. United will send you email notifications when your annual passes have been deposited to your MileagePlus account. In order to receive these notifications, you must have an email address on file with United.

For a list of United Club locations, and for Club terms and conditions and access policies, visit united.com/unitedclub.8

## Receive a Statement Credit of 25% on All Inflight Purchases<sup>9</sup>

When you pay with your First Hawaiian Bank United Card, you'll earn 25% back as a statement credit on purchases of food, beverages, and Wi-Fi onboard flights operated by United and United Express.

#### Take Your Miles Even Further<sup>10</sup>

Using your Miles for Award Travel is quick and easy on **united.com**. Refer to the Redemption of Miles section below for more information.

#### Expanded award availability<sup>11</sup>

When booking an award ticket, you'll enjoy expanded award availability when you use miles to book award travel on United-operated flights – with no blackout dates

### Complimentary Premier Upgrades on award tickets<sup>12</sup>

Do you have MileagePlus Premier Status? The Primary Cardholder will be eligible for Complimentary Premier Upgrades on award tickets when traveling on select United-operated flights (when available).

Learn more about Premier status at https://www.united.com/web/en-us/content/mileageplus/premier/

Your MileagePlus account is right at your fingertips at united.com. Make sure to keep your MileagePlus email address up-to-date and subscribe to email communications to receive the latest news from United and MileagePlus. Sign up today at www.united.com/emailsubscribe.

#### Premier Qualifying Points (PQP)5

The Primary Cardholder will earn 1 Premier Qualifying Points (PQP) for every \$20 in qualifying card spend, up to 1,000 PQP per calendar year. PQP will apply towards Premier status tiers up to and including Premier 1K.®

PQP earn rate, annual cap and qualification requirements for Premier status may vary by MileagePlus program year and MileagePlus Credit Card type.

We may offer you ways to earn additional PQPs through special promotions. United and MileagePlus reserve the right to modify the United MileagePlus Program and/or the Premier Program, including the PQP requirement, at any time, with or without prior notice. All MileagePlus program rules apply, are expressly incorporated herein and can be found at https://www.united.com/en/us/fly/mileageplus/rules.html. You'll find out more about the number of PQPs you can earn and any other terms at the time of the offer.

- <sup>1</sup> Miles accrued, awards, and benefits issued are subject to change and are subject to the rules of the United MileagePlus® program, including without limitation the Premier® program (the "MileagePlus Program"), which are expressly incorporated herein. Please allow 6-8 weeks after completed qualifying activity for miles to post to your account. United may change the MileagePlus Program including, but not limited to, rules, regulations, travel awards, and special offers or terminate the MileagePlus Program at any time and without notice. United and its subsidiaries, affiliates, and agents are not responsible for any products or services of other participating companies and partners. Taxes and fees related to award travel are the responsibility of the member. Bonus award miles, award miles, and any other miles earned through non-flight activity do not count toward qualification for Premier status unless expressly stated otherwise. The accumulation of mileage or Premier status or any other status does not entitle members to any vested rights with respect to the MileagePlus Program. MileagePlus Program participation may not be permitted in some countries. All calculations made in connection with the MileagePlus Program, including without limitation with respect to the accumulation of mileage and the satisfaction of the qualification requirements for Premier status, will be made by United Airlines and MileagePlus in their discretion and such calculations will be considered final. Information in this communication that relates to the MileagePlus Program does not purport to be complete or comprehensive and may not include all of the information that a member may believe is important, and is qualified in its entirety by reference to all of the information on the united.com website and the MileagePlus Program rules. United and MileagePlus are registered service marks. For complete details about the MileagePlus Program, go to united.com.
- <sup>2</sup> Purchases must be submitted by eligible merchants to qualify for additional Miles beyond one (1) Mile per \$1 spent. Eligibility is determined by the merchant's Merchant Category Code (MCC). First Hawaiian Bank is not affiliated with any merchants, nor is any merchant a sponsor of the United Program. United, its subsidiaries, affiliates, and agents are not responsible for any products and services of other participating companies or partners. Please see the United Credit Card Program Agreement below for details. All Miles are awarded to the Primary Cardholder's MileagePlus account.
- <sup>3</sup> The Primary Cardholder is the cardholder whose MileagePlus account number is associated with the credit card account. Accounts with joint cardholders and/or authorized users will only have one Primary Cardholder. Please see the United Credit Card Program Agreement below for details. All Miles are awarded to the Primary Cardholder's MileagePlus account.
- <sup>4</sup> Subject to the terms and conditions of the United MileagePlus program.
- <sup>5</sup> The primary Cardholder of a First Hawaiian Bank United® Credit Card will earn up to a maximum of 1,000 PQP within the calendar year (including purchases made by authorized users). "Purchases" do not include balance transfers, cash advances, travelers checks, foreign currency, money orders, wire transfers, or similar cash-like transactions, lottery tickets, casino camping chips, race track wagers or similar betting transactions, any checks that access your account, interest, unauthorized or fraudulent charges, and fees of any kind, including an annual fee, if applicable. PQP will apply towards Premier status tiers up to and including Premier 1K®. Eligible Cardholders must take a minimum of 4 flights on United or United Express to qualify for Premier status. PQP earn rate, annual cap and qualification requirements for Premier status may vary by MileagePlus program year and MileagePlus Credit Lard type. Please allow 6 weeks after qualifying purchases for PQP to post to your MileagePlus account. First Hawaiian Bank is not responsible for the provision of, or failure to provide, the stated benefits. For more information please visit https://www.united.com/en/us/fly/mileageplus/premier/qualify,html. United and MileagePlus reserve the right to modify the United MileagePlus Program and/or the Premier Program, including the PQP requirement, at any time, with or without prior notice. All MileagePlus program rules apply, are expressly incorporated herein and can be found at https://www.united.com/en/us/fly/mileageplus/fules.html.
- <sup>6</sup> First Hawaiian Bank is not responsible for the provision of, or failure to provide, travel accommodations or benefits provided by United.
- <sup>7</sup> The Primary Cardholder's first and second checked bags are free when traveling on United and United Express-operated flights with tickets purchased with his or her United Credit Card. This fee waiver is only available only on United and United Express-operated flights. Service charges for oversized, overweight, and extra baggage may still apply. This benefit cannot be combined with any other benefit that exempts cardholders from checked baggage service charges. First Hawaiian Bank is not responsible for the provision of, or failure to provide, said benefits.
- <sup>8</sup> Two (2) United Club one-time passes will be deposited into the primary Cardholder's MileagePlus Program account after account opening and every 12 months thereafter as long as the credit card account remains open and in good standing. Please allow 4 weeks for your United Club passes to be deposited into your MileagePlus Program account. Each pass grants one person; either the primary Cardholder, authorized user, or guests accompanied by the Cardholder or authorized user, one-time access to a United Club location subject to United Club terms & conditions (see united.com/UnitedClubRules) and Club access policies (see united.com/UnitedClubAccess) each of which is subject to change, with or without notice. Access is subject to space availability. United Club passes must be presented for admittance to the United Club and can be accessed through the United app or by printing them from your MileagePlus account on united.com. United Club passes issued as a Cardholder benefit have no cash value, cannot be sold, gifted or transferred and cannot be replaced if lost or stolen. Each United Club pass is subject to the expiration date located on the pass. United reserves the right to modify pricing, benefits services, hours, club locations, and reciprocal lounge agreements at any time with or without written notice to its members and customers. For additional information regarding the United Club, please visit united.com/unitedclub. United Club access is capacity controlled. Amenities may vary by location. If your credit card account is closed, United and First Hawaiian Bank reserve the right to remove the United Club passes from your MileagePlus Program account. First Hawaiian Bank is not responsible for the provision of, or failure to provide, United Club amenities.
- 9 Receive 25% back, in the form of a credit card account statement credit, on purchases of food, beverages, and Wi-Fi onboard United- and United Express-operated flights when you use your First Hawaiian Bank United Card to make such purchases. To qualify for the 25% backyour account must be open and not in default at the time of fulfillment. Please allow up to 45 days after your onboard purchase posts to your account for the statement credit to post to your account. Payments must be made using your First Hawaiian Bank United card through the United app. For direction on how to upload your card to the app, visit https://www.united.com/ual/en/us/fly/travel/inflight/dining/savepayment.html
- Tirst Hawaiian Bank is not responsible for the provision of, or failure to provide, travel accommodations or benefits provided by United. Award pricing is subject to change without notice. Passenger is responsible for all taxes, fees, baggage fees and surcharges applicable to award travel, including, with respect to government imposed taxes and fees. Any valid unused award ticket may be returned to the MileagePlus Service Center, for a service charge, up to one year from the date of issue. Award seats are subject to availability and capacity-control restrictions apply. For more information on MileagePlus award travel visit united.com/awards.
- <sup>11</sup> The Primary Cardholder will enjoy greater access to award seat inventory than general MileagePlus members who do not have Premier status. For complete details about the MileagePlus Program, visit united.com. First Hawaiian Bank is not responsible for the provision of, or failure to provide, said benefits.
- <sup>12</sup> Upgrades are available on selected United- and United Express-operated flights, subject to availability. Travel companions and cardholders who are not the Primary Cardholder are not eligible to take advantage of this benefit. Assignment of upgrades on award tickets within each Premier level will be prioritized after the lowest paid fare class.

#### **United Credit Card Program Agreement**

By requesting participation in First Hawaiian Bank's United Credit Card Program (the "Program") you agree to be bound by all the terms of this United Credit Card Program Agreement ("Agreement").

In this Agreement, the words "you" or "your" mean everyone who applied for or requested membership in the Program as well as any other person who is a joint Cardholder or authorized user on a United Credit Card ("Credit Card Account") used under the Program. The words "we," "us," "our," or "Bank" mean First Hawaiian Bank. Unless otherwise defined herein, capitalized terms shall have the meanings given in the United Credit Card Agreement governing your Card Account ("Card Agreement").

United MileagePlus Miles earned through the use of your Credit Card Account are called "Miles." The "United MileagePlus Program" is the loyalty program established and maintained by United. United will maintain an account for the Primary Cardholder (defined below) to keep track of Miles earned. United MileagePlus participation may not be permitted in some countries. Miles accrued, awards, and benefits issued are subject to change and are subject to the rules of the United MileagePlus program, including without limitation the Premier® program (the "MileagePlus Program"), which are expressly incorporated herein. Please allow 6-8 weeks after completed qualifying activity for miles to post to your account. United may change the MileagePlus Program including, but not limited to, rules, regulations, travel awards and special offers or terminate the MileagePlus Program at any time and without notice. United and its subsidiaries, affiliates and agents are not responsible for any products or services of other participating companies and partners. Taxes and fees related to award travel are the responsibility of the member. Bonus award miles, award miles and any other miles earned through non-flight activity do not count toward qualification for Premier status unless expressly stated otherwise. The accumulation of mileage or Premier status or any other status does not entitle members to any vested rights with respect to the MileagePlus Program. All calculations made in connection with the MileagePlus Program, including without limitation with respect to the accumulation of mileage and the satisfaction of the qualification requirements for Premier status, will be made by United Airlines and MileagePlus in their discretion and such calculations will be considered final. Information in this communication that relates to the MileagePlus Program does not purport to be complete or comprehensive and may not include all of the information that a member may believe is important, and is qualified in its entirety by reference to all of the information on the united.com website and the MileagePlus Program rules. United and MileagePlus are registered service marks. For complete details about the MileagePlus Program, go to www.united.com.

#### Automatic Enrollment in United MileagePlus Program

- By applying for and using your Credit Card Account, you confirm your acceptance of the MileagePlus program rules. The program rules can be found at https://www.united.com/ual/en/us/fly/mileageplus/rules.html.
- If the "Applicant" listed on your application is not already a member of the United MileagePlus Program, the applicant is automatically enrolled in the United MileagePlus Program with the opening of the Credit Card Account. If there is more than one of you, any joint applicant or authorized user on your application or request will not be automatically enrolled in the United MileagePlus Program as a result of your request for the Credit Card Account. The "Applicant" shown on your application is considered the "Primary Cardholder." If, however, on your application or request for the Credit Card Account you listed a United MileagePlus account number, the owner of the MileagePlus account so listed will be considered the "Primary Cardholder." If you need to enroll in MileagePlus or have questions regarding your enrollment, please call United & MileagePlus at 1-800-864-8331.

#### **Accumulation of Miles**

 The Primary Cardholder will receive: Three (3) Miles for every \$1.00 spent on net qualifying purchases of tickets from Guam and Saipan United

- ticketing channels or online through United.com; Two (2) Miles for every \$1.00 spent on net qualifying purchases of gasoline and groceries; and One (1) Mile for all other net qualifying purchases.
- Any Miles earned through the use of your Credit Card Account will only be credited to the Primary Cardholder's United MileagePlus account.
- Any credit on your Credit Card Account because of a return of goods or for any other reason will result in a corresponding deduction of Miles from your United MileagePlus Program account maintained by United.
- Cash withdrawals, cash equivalents, annual fees, and other Credit Card Account related fees do not earn Miles.
- Purchases must be submitted by eligible merchants to qualify for additional Miles beyond one (1) Mile per \$1 spent. Eligibility is determined by the merchant's Merchant Category Code (MCC). We will determine which MCCs fit in special grocery and gas purchase categories; however, we do not control how MCCs are assigned to merchants. There may be times when a merchant is ineligible based on its MCC even though the merchant or some of its merchandise appears to fit in a special purchase category. First Hawaiian Bank reserves the right to determine which purchases qualify. First Hawaiian Bank is not affiliated with any merchants, nor is any merchant a sponsor of the United Program. United, its subsidiaries, affiliates, and agents are not responsible for any products and services of other participating companies or partners.
- Without limiting the foregoing, purchases at department stores, superstores, and warehouse clubs are not eligible to receive additional Miles.
- On your periodic statement, we will show you the amount of Miles earned, if any, for the billing period covered by the statement. By requesting the Credit Card Account, you have authorized us to report to United every month the amount of your Purchases eligible to earn Miles, along with the Primary Cardholder's name and address.
- In order to earn miles with your United Credit Card, your Card Account
  must be open and in good standing. If your Credit Card Account is either
  closed or delinquent on the statement billing date, you will not earn any
  Miles even if you made Purchases during the billing period with your
  Credit Card Account. Determinations of what constitutes a closed Card
  Account or Credit Card Account in good standing will be made at our
  sole discretion. You are not eligible to earn any miles with your Credit
  Card Account if your Credit Card Account is closed.

#### **Transferring Miles**

- Miles can be transferred from your MileagePlus account to another MileagePlus account at united.com.
- United may charge you a transfer fee determined by the number of miles you transfer from your account, as well as a processing fee for the transfer.
- First Hawaiian Bank is not responsible for fees related to transferring Miles, nor do we have any control over how such fees are assessed.

#### Restrictions on Earning/Transferring Miles

- We may prohibit you from earning Miles or may not transfer Miles already earned to United if we suspect that you have engaged in fraudulent activity related to your account or this Program; or if we suspect that you have misused this Program in any way, for example, by opening multiple card accounts in a period of less than 2 years (24 months) for the purpose of gaining promotional new account bonus Miles.
- Fraud or abuse in relation to the credit of Miles to any Cardholder's MileagePlus account shall be subject to appropriate administrative and/or legal action by MileagePlus, including the forfeiture of any Miles issued and any Miles accrued in any such MileagePlus account, as well as cancellation of the account and Cardholder's future participation in the MileagePlus Program.

#### Redemption of Miles

 All Miles earned using your United Credit Card are redeemed in accordance with the United MileagePlus program rules. To use Miles, or if you have any questions or problems regarding your United MileagePlus account, visit united.com.  Award pricing is subject to change without notice. Passenger is responsible for all taxes, fees, baggage fees and surcharges applicable to award travel, including, with respect to government imposed taxes and fees. Any valid unused award ticket may be returned to the Mileage-Plus Service Center, for a service charge, up to one year from the date of issue. Award seats are subject to availability and capacity-control restrictions apply. For more information on MileagePlus award travel visit united.com/awards.

#### **Change in Terms**

- United may change the United MileagePlus program rules, regulations, travel awards and special offers or terminate the MileagePlus program at any time and without notice.
- We also have the right to add or delete benefits and services to your Credit Card Account, including terms of this Program, at any time without prior notice.

#### **Other Important Terms**

- Accumulated Miles do not constitute your property, have no cash value, and cannot be bought, sold or transferred in any way without the express consent of United (including by reason of death, as part of a domestic relations matter, or otherwise by operation of law).
- Please consult your tax advisor concerning any income or other tax consequences that may be related to the Program. Liability for any applicable federal, state, or local tax arising out of the accumulation or redemption of Miles shall be your sold responsibility.
- The Program is void where prohibited by federal, state or local law.
- Neither our failure to exercise any of our rights under this Agreement, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under this Agreement on one occasion, such waiver shall no operate as a waiver to any other occasion.
- Our sole obligation concerning the award and redemption of United MileagePlus Miles shall be to make valid requests for miles to United for award to the Primary Cardholder's United MileagePlus Miles account and to purchase those miles approved by United. Other than this obligation, we are not otherwise liable or responsible for the award, redemption or use of United MileagePlus Miles or any loss of United MileagePlus Miles or United MileagePlus Miles award travel and benefits. United has sole responsibility and decision-making authority for the United MileagePlus Program, the award and redemption of United MileagePlus Miles, and the issuance of award travel and benefits under the United MileagePlus Program. All terms and conditions of the United MileagePlus Program shall apply.

WE HAVE ABSOLUTELY NO RESPONSIBILITY FOR THE QUALITY OF PRODUCTS OR SERVICES OBTAINED BY REDEMPTION OF UNITED MILEAGEPLUS MILES. WE SHALL NOT BE LIABLE FOR ANY BODILY HARM AND/OR PROPERTY DAMAGE THAT MAY RESULT FROM YOUR PARTICIPATION IN THE UNITED MILEAGEPLUS PROGRAM OR FOR THE PERFORMANCE BY ANY AIRLINE OR OTHER CARRIER FOR TRANSPOR-TATION SERVICES TO BE PROVIDED THROUGH THE PROGRAM. WE DO NOT ENDORSE, GUARANTY, OR WARRANT THE GOODS AND SERVICES OFFERED BY ANY AIRLINE, OTHER COMMON CARRIER, LODGING ESTABLISHMENT OR ANY OTHER TRAVEL VENDOR PARTICIPATING IN THE UNITED MILEAGEPLUS PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE UNITED MILEAGEPLUS PROGRAM, MILES, TRAVEL REWARDS, AND ANY PRODUCTS OR SERVICES, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.