Credit Card Agreement for Visa Cobalt from Banco Popular de Puerto Rico

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**16.99%** up to **29.99%**, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**16.99%** to **29.99%**, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**27.99%** to **31.99%**, when you open your account based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. You will not be charged interest from the time you purchased goods or services, if you pay your full account balance by the Payment Due Date. In the event you do not pay the full account balance, while in the Grace Period, you will not pay interest on the amount paid for that cycle. On subsequent cycles you will not have a Grace Period until you pay your full account balance on time for two cycles in a row. Amounts related to certain offers will not be taken into consideration in determining the Grace Period. Please refer to the offer terms and conditions. The No Grace Period Transactions begin to accrue interest on the date they are posted and remain subject to Interest Charges until paid in full.
For Credit Card Tips from the Consumer Financial Protection Bureau.	**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 http://www.consumerfinance.gov/learnmore**

Fees	
Annual Fee	**$199** Annual Fee[2]
Transaction Fees • **Cash Advances and Convenience Checks** • **Balance Transfers** • **Foreign Transaction**	 **2%** of the amount of each transaction (minimum **$2**; maximum **$10**) **2%** of the amount of each transfer (minimum **$2**; maximum **$10**) **None**
Penalty Fees • **Returned Payment** • **Late Payment**	 Up to **$10** Up to **$40**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)". Please refer to the account Credit Card Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See Your Billing Rights section for full details.

[1] The corresponding Daily Periodic Rate for the Introductory APR is 0.0055%.
[2] The annual fee will appear on the first statement after the card is issued and, subsequently, on each account anniversary for the amount specified in the account opening disclosures.

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Please read these Terms and Conditions carefully and keep them for future reference.

The terms and conditions for the revolving credit Account we established for you are contained below. Your entire Agreement with us includes: (1) the terms and conditions stated in this document and your application; (2) your Account-Opening Disclosures and all disclosures and materials provided to you before or when you opened your Account; (3) all billing statements; (4) any rewards program terms, conditions, and disclosures; (5) our privacy notices; (6) any other documents relating to your Account that we send by email or post online; and (7) any amendments we make to such documents from time to time.

The Bank will issue two credit cards per cardholder for Dual Accounts and one credit card per cardholder for all other accounts. Use of the Card (the credit Card we issue to you to access your Account) constitutes acceptance of this Agreement. This Agreement applies whether or not you use your Card and will continue to apply even after your Account is closed, as long as you have a balance. If you choose not to accept the Card, you should not use it and should notify the Bank within 15 days after receiving this Agreement by contacting Customer Service.

Insurance Fee: If you have authorized enrollment in credit protection insurance, you will see that charge on your monthly billing statement. Enrollment to credit protection insurance is optional and is not a requirement or condition to extend credit. You may cancel this insurance at any time. Insurance products are not deposits, are not insured or guaranteed by the FDIC or by any agency of the government, the Bank, or its affiliates.

Your Agreement and Promise to Pay: By using your Card, Account number or a device to access your Account, making a payment on the Account, or signing an application for any Card we send you, you represent you are of legal age in your state of residence and you agree to the terms of this Agreement. You agree to pay us all amounts that we lend to you on your Account, together with Interest Charges and fees as provided in this Agreement. You agree to release and indemnify us from liability for damages, losses, or expenses that arise as a result of our compliance with your instructions.

WHO ARE THE PARTIES TO THIS AGREEMENT?

TERMS WE USE	WHAT IT MEANS	HOW IT AFFECTS YOU
You and your	All persons who applied for the Account or who are liable on the Account by any other means and all Authorized Users.	If there are joint Cardholders, each of you will be responsible individually and jointly for the entire amount due on the Account. We may send communications to either of you; we may disclose information about the Account to either of you; and we may accept instructions from either of you (even if you have a disagreement).
We, us, our and Banco Popular	Banco Popular de Puerto Rico, its agents, authorized representatives, successors, and assigns.	We are the lender on your Account and the issuer of your Card.
Authorized User	Anyone else that you permit to use your Account.	An Authorized User is any person you request us to issue a Card that accesses your Account or any person you give your Card or Card number to. You are responsible for any charge on your Account by an Authorized User even if you told that person not to make that specific charge. If you wish to revoke an Authorized User, you must notify us through our Customer Service. You are responsible for recovering from that Authorized User and destroying any Cards, Convenience Checks and other devices that can be used to access your Account.

HOW DO YOU USE YOUR ACCOUNT?

You may use your Account only for personal, family or household purposes. You may not use your Account for illegal purposes or for internet gambling (even if legal). However, you are still responsible for any transactions that you enter into, even if in violation of law or this Agreement. You must take reasonable steps to prevent unauthorized use of your Account. Subject to applicable law we may cancel or convert your Account to any of our other revolving accounts.

TERMS WE USE	WHAT IT MEANS	HOW IT AFFECTS YOU

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Transactions or Transaction Types	The Transaction Types are: Purchases, Cash Advances, and Balance Transfers, as described below.	We do not guarantee that your Card will be accepted when you attempt to use it. You may carry out Transactions by using your Card, Account number or other credit device linked to your Account (including a mobile device, subject to the terms and conditions of that service). Each Transaction Type will have its own balance and may have a separate Interest Charge.
Purchases	When you use the Card to buy goods and services from merchants that accept the Card.	The merchant will receive our authorization or denial to charge your Account in accordance with the terms of the Agreement. We may deny any Purchase transaction authorization request from a merchant at our sole discretion for security and/or any other reasons, even if there is sufficient available credit on your Account. We are not responsible for any losses associated with a declined transaction.
Balance Transfers and Fees	When you transfer a balance from another credit card.	We permit Balance Transfers from most accounts issued by other banks but not from other accounts or loans with us or any of our affiliates. We will charge a Balance Transfer fee based on the amount of each Balance Transfer, as set forth in the Account-Opening Disclosures.
Cash Advances and Fees	When you obtain cash or an equivalent through your Card.	The following transactions will be treated as Cash Advances: all advances to obtain cash over the counter, through an ATM, and other "cash-like" transactions, such as purchasing foreign currency, a money order, traveler's check, casino betting chip, or a lottery ticket. We will charge a Cash Advance fee based on the amount of each Cash Advance, as set forth in the Account-Opening Disclosures.
Convenience Checks and Fees	The checks provided by us for you to access your Account.	The Convenience Check is subject to the Purchase APR. We have the right not to pay a Convenience Check for any reason. You may not use a Convenience Check to make a payment on the Account or any other account with us. We will charge a Convenience Check Fee based on the amount of each Convenience Check advance, as set forth in the Account-Opening Disclosures
Recurring Transactions	When you authorize a third party to bill charges on a recurring basis to your Account.	We are not responsible for recurring transactions if your Account is closed or suspended, or if the Account number or expiration date changes. Some Card Networks provide automated billing update services when they receive updated credit card information from Banco Popular. These services allow the updated information to be provided to participating merchants on behalf of the cardholder. If you setup recurrent payments with merchants that participate in such services, they will receive updated card information of the expiration date from the Card Network. Since we do not have access to information regarding which merchant are subscribed to these services, you should always contact merchants, with recurring payments scheduled, to inform them of your updated card information. If you wish to Opt-Out of the automatic update automated billing services, please call our Credit Card Service Center at 787.758.0505 or 1.800.981.9505 for support.
Credit Limit Unsecured Accounts	The maximum amount that you can have outstanding on your Account at any time taking into consideration your credit worthiness and/or payment history.	Your Credit Limit is based on your credit worthiness and/or your payment history. We will advise you of the total credit limit on your Account when we first send you your Card and thereafter, in each billing statement. We may establish a lower limit for Cash Advances. If no separate Cash Advance limit is listed on our billing statement, then the Credit Limit for Cash Advances is the amount of your total Credit Limit. Your Credit Limit and Cash Advance limit may change from time to time taking into consideration your credit worthiness and/or payment history. We may cancel, change, or rescind your credit availability at any time. We will notify you of any such changes through your billing statement or by sending you a separate notice, which may be after the change occurs. We may approve at our sole discretion a Transaction that causes your Account balance to exceed the Credit Limit. In such case, we will add the excess to your Minimum Payment. This will not be considered an increase in your Credit Limit nor do we waive any of our rights by doing so.
Credit Limit Secured Accounts	The maximum amount that you can have outstanding on your Account at any time taking into consideration the collateral you deposit with Us.	A Secured Card Account is a Card in which your Credit Limit is based on the amount we request you deposit in a Collateral Account. We will establish the maximum amount that can be deposited in the Collateral Account. Your Credit Limit will appear on each billing statement. You may from time to time request an increase in the Credit Limit and if approved, would lead you to increase the amount deposited in the Collateral Account. The Purchases and Cash Advances may not exceed the amount deposited in the Collateral Account. Any amount owed in excess of authorized Credit Limit, is payable immediately and the excess is added to the Minimum Payment. However, if you exceed the Credit Limit, the Bank is entitled to close the account and to collect the balance due on your Account against the amount deposited in the

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		Collateral Account. The Bank may approve Purchases or Cash Advances which cause the balance to exceed the Credit Limit without thereby waive any of its rights under this Agreement.
Promotions or Introductory Offers	Special offers related to your Account.	Introductory APRs and special fees are described in the Account-Opening Disclosures. Any special offer is subject to this Agreement, unless specified otherwise.
Rewards	Rewards program tied to the use of your Card.	We will provide you with all information and terms about your Rewards separately, if applicable.
Foreign Transactions, Fees and Exchange Rate	Transactions that take place outside the United States. They will be billed to you in U.S. Dollars.	The applicable card association (such as Visa and MasterCard) will convert to U.S. dollars transactions made in a foreign currency using a government-mandated or wholesale rate in effect on the processing date (which may differ from the rate on the date of your transaction). The rate used may differ from the rate that the card association actually receives. A fee will be assessed on the U.S. Dollar amount of the transaction. See "Fees" section on the Account-Opening Disclosures for the fee applicable to the Account.
Mobile Wallet Service	The payment service provided by third party/mobile device which allows you to make Purchases or payments with your credit Card through a wallet enabled mobile device.	Allows you to add your credit Card to an application using your mobile device. Your credit Card number is replaced with a digital number or token. Once loaded you may use your mobile device to make Purchases or payments only where the Wallet is accepted.

WHAT DO YOU HAVE TO PAY AND WHEN?

We will send your billing statement each month to the address on file as long as there are transactions or a balance due during the billing cycle. It will show your Minimum Payment and the Payment Due Date and will provide instructions for making your payment.

TERMS WE USE	WHAT IT MEANS	HOW IT AFFECTS YOU
Payment Instructions	The instructions on your billing statement for making payments to your Account.	You must follow the payment instructions provided on your billing statement. All payments made by check must be drawn on a U.S. financial institution in U.S. Dollars made to the order of Banco Popular de Puerto Rico. Any such payment must be sent to the special address identified on your billing statement accompanied with the payment stub. You authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Electronic and mailed payments are credited on the same day of receipt if they are received by 5:00 p.m. AST Monday through Friday (excluding holidays). Telephone payments are credited on the same day of receipt if they are received by 5:00 p. m. EST Monday through Friday (excluding holidays). If your payment does not meet the above requirements, we may take up to five days from receipt of payment to process this credit and during this period finance charges may accrue. We may accept and process late, partial and payments marked as "paid in full" without losing our rights under this Agreement. If your payment is reversed due to insufficient funds or a returned check, we will apply a credit line availability hold condition to your Account and you may lose any special APR offers. The result of this hold is that the credit line availability resulting from a payment to your Account will be delayed for 10 calendar days after the payment is processed. The hold condition will be canceled after 6 billing cycles where no other payment reversal event takes place.
Payment Due Date	The date by which we must receive the Minimum Payment in order for it to be on time.	Your monthly billing statement will list the Payment Due Date. It will usually be the same day of each month, at least 21 days after closing of the billing cycle shown on the billing statement.
Minimum Payment	The minimum amount you must pay each billing cycle, as shown on your billing statement.	You agree to pay at least the Minimum Payment when due. For Account balances between $0.01 up to $28.99, the Minimum Payment will be the outstanding balance. For balances of $29 and over, the minimum monthly payment will be 2% of the outstanding balance or the Interest Charge + $10 or a fixed amount of $29, whichever is higher. The Minimum Payment will include any past due amounts, any Installment Plan minimum payment, any Late Payment Fee and the total of any amount charged in excess of your credit limit.

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Skip A Payment Offer	We may offer you, at our option, to skip a Minimum Payment for certain billing cycles.	If you receive this offer, your billing statement may reflect a required Minimum Payment of $0, and you may not have to make the Minimum Payment for that billing cycle. If you decide to skip a payment, we will continue to accrue Interest Charges on the unpaid balance of your Account during that period. However, you can always make a payment for any amount. At the end of the skip a payment period, the terms of the Agreement regarding the required Minimum Payment will automatically resume.
Paying Interests Grace Period on Purchases	The period of time during which you are not charged interest on Purchases if you pay the full account balance on time.	Your due date is at least 21 days after the close of each billing cycle. You will not be charged interest from the time you purchased goods or services, if you pay your full account balance by the Payment Due Date. In the event you do not pay the full account balance, while in the Grace Period, you will not pay interest on the amount paid for that cycle. On subsequent cycles you will not have a Grace Period until you pay your full account balance on time for two cycles in a row. Amounts related to certain offers will not be taken into consideration in determining the Grace Period. Please refer to the offer terms and conditions.
No Grace Period	There is no Grace Period for Balance Transfer or Cash Advances or when you use Convenience Checks	The No Grace Period Transactions begin to accrue interest on the date they are posted and remain subject to Interest Charges until paid in full.
Application of Payments	How we apply your payment to the balance on your Account.	We will apply your Minimum Payment in the following order: to Installment Plan minimum payment, if applicable; then to Interest Charges and the remaining amount is applied first to the balance with the lowest APR and then to the balance with the higher APR in ascending order. Consequently, the balance with the higher APR will not be reduced, until the balance with the lower APR is paid in full. If you pay an amount in excess of the Minimum Payment, the excess will be applied to balances with the highest APRs first.
Credit Balances	When an inadvertent overpayment occurs in your Account.	We may reject and return to you any payment that creates a credit balance on your Account. If we allow any credit balance in your Account due to any inadvertent overpayment, you may request a refund of credit balances at any time. We will not pay interest on any credit balance in your Account. If no refund is requested, we will apply credit balances to new transactions, unless prohibited by law. If you do not make new transactions within 180 days, we will send you a refund.

WHAT ARE THE CHARGES AND HOW ARE THEY CALCULATED?

TERMS WE USE	WHAT IT MEANS	HOW WE CALCULATE IT
Daily Balance	The balance on each transaction type and APR each day.	We calculate the Daily Balance by taking the beginning balance for each type of transaction and APR each day, adding any new transactions, and then subtracting any payments and/or credits and other adjustments. We treat any daily balance that is a credit balance as a zero balance.
Average Daily Balance	The average balance each day during the billing cycle.	We calculate the Average Daily Balance by adding all of the Daily Balances for each day in the billing period and then dividing by the total number of days in the billing period.
Annual Percentage Rate (APR)	An annualized interest rate. Different APRs apply to the different transaction types, as shown on the Account-Opening Disclosures.	Your APRs are variable. They increase or decrease with the Prime Rate. The APR will be determined by adding the Prime Rate (as published by *The Wall Street Journal*) to a margin. For unsecured Accounts if you reside in Puerto Rico or the US Virgin Islands, the margin applicable to your Transaction types will depend on your credit worthiness at the time of approval of your application and will be set at the time of approval of your application. For Secured Accounts, Popular Inc. or any of its subsidiaries' employees and for residents of the British Virgin Islands, the APR applicable to your Transaction types will be determined by adding the Prime Rate at the time of approval of your application to a margin. For each billing cycle, the Interest Charge and the APR will be based on the Prime Rate three business days prior to your billing statement closing date. If *The Wall Street Journal* is not published, we will select a similar rate. We may change the margins from time to time for new transactions with notice to you.
Daily Periodic Rate (DPR)	A daily interest rate we calculate.	We calculate interest using the daily periodic rate. The DPR for a given balance is equal to the APR for that balance divided by 365 and rounded up as permitted by law.

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Interest Charges	The amount we charge you for your credit on each transaction type.	We add the Interest Charges to the Account by adding the Interest Charges to each transaction type balance and APR to which it applies. (For example, we add Interest Charges on Purchases to the Purchases balance.) We calculate the Interest Charge by applying the DPR for each transaction type and APR to the Average Daily Balance for that transaction type. We multiply the result by the number of days in the billing cycle. That gives us the total Interest Charges for that transaction type for that billing period. Cash Advance, Balance Transfer, and Convenience Check fees are added to their corresponding balances, as applicable, and all other fees are added to the Purchases balance.

WHAT IF YOU PAY LATE?

If you pay the Minimum Payment amount by the Payment Due Date, you will not pay penalties. You should pay on time.

PENALTY	WHAT IT MEANS	WHAT WE WILL CHARGE YOU
Late Payment Fee	The fee we charge each time your payment is late.	If you pay late, or you pay less than the Minimum Payment, we may charge you a late payment fee in the amount set forth on the Account Opening Disclosures. In no event will your late payment fee exceed the amount of your Minimum Payment due.
Returned Payment Fee	A fee charged when your payment is returned for insufficient funds.	We may charge a returned payment fee in the amount set forth on the Account Opening Disclosures.

WHAT OTHER FEES MAY APPLY?

There may be times when circumstances result in a fee or other action being assessed on the Account. The Account Opening Disclosures list the amounts of these fees. All such fees will be added to the Purchase balance, unless otherwise indicated. Additional fees for special services you request may apply. You will be advised of the amount of such fees at the time of your request.

FEE	WHAT IT MEANS	WHAT WE WILL CHARGE YOU
Annual Fee	A fee we may charge annually for use of the Card.	If applicable, the Annual Fee will be reflected in your first billing statement after the first Card is issued and subsequently on each anniversary of the issuance of the Card.
Billing Statement Reprint Fee	You can request a copy of your billing statement.	We may add a billing statement Reprint fee of $2.50 to your Purchase balance if you request a copy of your billing statement.
Card Replacement Rush Order Fee	You can request that a new or replacement Card be sent to you on an expedited basis.	We will add a Rush Order fee of $25 to your Purchase balance if you request that a new or replacement Card be sent to you on an expedited basis.

HOW CAN WE MAKE CHANGES?

We may have a number of reasons why we need to make changes in this Agreement and the terms of your Account from time to time. We can make these changes in accordance with law. Written notice will explain how changes apply.

TYPE OF CHANGE	WHAT MAY TRIGGER CHANGE	ADVANCE NOTICE
Other APR increases on new transactions	In the first year, an introductory APR ends or the Prime Rate changes. After that, any reason.	None for Introductory APR expiration. Other increases 45 days.
Increase or decrease to Credit Limits	Any reason.	None
Some fees and other terms	Any reason.	Up to 45 days for certain fee and Minimum Payment changes.

WHAT HAPPENS IF?

	WHAT YOU MUST DO	HOW IT AFFECTS YOU

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Your Card is lost or stolen, or your Account has been compromised?	Contact us immediately and stop using your Account. Contact us at the address or telephone number listed on your billing statement or Card.	You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.
Your Account is closed or suspended?	You must still repay all amounts you owe under this Agreement.	You remain responsible for your balance.
Your name, address, telephone number, email address or other information has changed.	Notify us of any change.	We may also ask you to provide us updated financial information about you, and you agree to do so.

MOBILE WALLET SERVICE

WHAT IT MEANS	WHAT YOU AGREE TO
A way to make Purchases or payments using a mobile device	You may choose to add your Card number to a Mobile Wallet Service. If you do so, you acknowledge that we are not a provider of the Wallet, we do not control the device and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of your Card in the Wallet. We reserve the right to define product eligibility. You agree that any such use of your Account will be subject to all the terms and conditions contained in this Agreement. Your applicable Purchase APR will apply to Purchases made using the Mobile Wallet Service. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your Account with us, including Account servicing and collection purposes. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider. You agree not to leave your Mobile Device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your Mobile Device, you agree to immediately cancel your access to the Wallet associated with the Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your Accounts. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Wallet. Except as otherwise required by law, we may at our sole discretion change these terms, and modify or cancel the eligibility to use your Card with a Wallet service at any time, without notice. You cannot change these terms, but you can terminate them by removing your Card from the Wallet. We reserve the right to refuse any transaction for any reason. You expressly understand and agree that your use of a Mobile Wallet Service is at your sole risk. Any material downloaded or otherwise obtained through the use of the Wallet is obtained at your own discretion and risk, and we are not responsible for any damage to your Mobile Device or loss of data that results from the download of any such material, whether due to any computer virus or otherwise. We make no representation or warranty as to the completeness, accuracy, reliability, or currency of any information or data that you obtain through the use of a wallet.

WHAT ARE OUR RIGHTS If YOU DEFAULT OR WE HAVE A DISPUTE?

Your Default	An Account will be in default if: 1) you fail to make at least the Minimum Payment when due; 2) you violate any other provision of this Agreement; 3) we believe you may be unwilling or unable to pay your debts on time; 4) you file for bankruptcy; or 5) you become incapacitated or die. If your Account is in default, we may close your Account or terminate or suspend your credit privileges without notice and require full payment of your outstanding balance immediately. We can also begin collection activities. To the extent permitted by law, if you are in default because you have failed to pay us, we will require you to pay our collection costs, attorneys' fees, court costs and all other expenses of enforcing our rights under this Agreement.

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Arbitration of Disputes	**This Agreement contains an Arbitration Provision immediately below. Within 90 days after the date we open your Account, you may elect to reject the Arbitration Provision by providing a written notice of your intention to do so to the address: Legal Division (745), Banco Popular de Puerto Rico, P.O. Box 362708, San Juan, Puerto Rico 00936-2708. Unless you submit your rejection or to the extent permitted by applicable law, the Arbitration Provision will have a substantial impact on how any legal claims we have against each other are resolved if either you or we elect arbitration. For example, disputes subject to arbitration are decided by a neutral arbitrator and not a judge or jury. This Arbitration Provision will not apply to, or be enforceable against, covered borrowers under the protection of the Military Lending Act. This Arbitration Provision shall not preclude you from pursuing or participating in a class action in court.**

ARBITRATION PROVISION

IMPORTANT WAIVERS: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE BOTH WAIVE THE RIGHT TO: (1) HAVE A COURT OR A JURY DECIDE THE
CLAIM; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE, OR ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION (THE "CLASS ACTION WAIVER"); (3) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON OR (4) OBTAIN INFORMATION EXCEPT AS PROVIDED HEREIN. OTHER RIGHTS ARE MORE LIMITED IN ARBITRATION THAN IN COURT OR ARE NOT AVAILABLE IN ARBITRATION.

DEFINITIONS – In this Arbitration Provision, the following definitions will apply:
"Administrator" means, as applicable, the **American Arbitration Association** (the "AAA") or **J.A.M.S./Endispute** ("JAMS") or if the AAA and JAMS cannot or will not serve, an arbitration administrator agreed-upon by the parties or appointed by a court, provided that the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Provision. You may select the Administrator when you give written notice of an election to arbitrate a Claim or within 20 days after we give such a written notice. Otherwise, we will select the Administrator.
"Claim" means any legal claim, dispute or controversy between you and us that arises from or relates in any way to this Agreement or the credit card Account including: (i) the fees or charges we or other parties impose in connection with this Agreement or the credit card Account or the other provisions of this Agreement; (ii) the interest, if any, paid on the credit card account; (iii) any application, disclosure or other document relating in any way to this Agreement; (iv) any service or product offered or made available by or through us in connection with this Agreement, including any associated fees, charges, terms or disclosures; (v) any documents, instruments, advertising or promotional materials that contain information about this Agreement or credit card Account, or any other such service or product; and (vi) the relationships resulting from any of the foregoing. This includes, without limitation, disputes involving alleged fraud or misrepresentation, breach of contract, negligence or violation of statute, regulation or common law; and disputes involving requests for injunctions or other equitable relief. However, "Claim" does not include: (a) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed or appealed to a different court; (b) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver set forth below, subparts (A) and (B) of the part set forth below titled "Survival, Primacy, Severability" and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide (but any challenge to this Agreement as a whole is for an arbitrator and not a court to decide); or (c) any exercise by us of our right to off-set against the amounts you owe us with the amounts you have on deposit with us or any proceeding by you to enjoin the exercise of such right.
STARTING ARBITRATION – To initiate arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit, such as a motion to compel arbitration. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. If notice of an election to arbitrate is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least 10 years of experience or a retired judge unless you and we agree otherwise.
LOCATION AND COSTS – Any arbitration hearing that you attend will take place in a location that is reasonably convenient to you. We will consider (and generally honor) any good faith request to bear the fees charged by the Administrator and the arbitrator(s). Each party shall pay its own expenses; provided, if we lose, we will also pay all fees charged by the Administrator and the arbitrator(s) and all reasonable fees of your attorneys. In all cases, we will pay all fees and costs (including attorneys' fees) we are required to bear under applicable law and/or in order for us to enforce this Arbitration Provision.
DISCOVERY; GETTING INFORMATION – Either party may obtain from the other party prior to the hearing any information available under the Administrator's rules or any information the arbitrator determines should be made available.
EFFECT OF ARBITRATION AWARD – Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the "FAA"); and (2) Claims involving more than $50,000. For Claims involving more than $50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA.

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GOVERNING LAW – This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration, provided that the law of New York shall be applicable to the extent that any state or territorial law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies that would apply under applicable law to an individual action brought in court ,including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim), and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

SURVIVAL, PRIMACY, SEVERABILITY – This Arbitration Provision shall survive closure of your credit card Account; our sale or transfer of our rights under this Agreement; any legal proceeding or set-off to collect a debt owed by you; or any bankruptcy or insolvency. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or this Agreement, this Arbitration Provision will govern. If any portion of this Arbitration Provision cannot be enforced in a proceeding between you and us, the rest of the Arbitration Provision will continue to apply, except that: (A) the entire Arbitration Provision (except for this sentence) shall be null and void if the class action waiver is held to be invalid regarding any class or representative Claim in a proceeding between you and us, subject to any right to appeal such holding, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or other parts of this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide relief or for public injunctive relief be arbitrated.

BREACH OF ARBITRATION AGREEMENT – If either party fails to submit to arbitration following a proper demand to do so, that party shall bear all costs and expenses, including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

Contacting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows: **American Arbitration Association**, 120 Broadway, Floor 21, New York, N.Y. 10271, www.adr.org, (800) 778-7879. Commercial or Consumer Rules, **J.A.M.S./Endispute**, 71 S. Wacker Drive Suite 3090, Chicago, IL 60606; www.jamsadr.com (800) 352-5267, Financial Services Arbitration Rules and Procedures.

WHAT OTHER TERMS APPLY TO OUR RELATIONSHIP?

Closing the Account	You may close your Account at any time by notifying us either in writing at the address shown on your billing statement or by phone at the number provided on your billing statement. We will not honor any Convenience Check or authorize any transactions after your Account is closed. We may close or suspend your Account for any reason, including but not limited to: operational matters, the Account is in default, or for suspected fraudulent or unlawful activity. If we do so, you may not use your Card or any checks we have issued. In either case, You remain responsible for any balance on your Account, which will continue to accrue Interest Charges and fees and remain subject to all terms of this Agreement.
Privacy	The Popular, Inc. (our holding company) Privacy Notice explains how we collect and share your information.
Communications	We may send Cards, billing statements, and other communications to you at any mailing or email address in our records. We may also send an email to any address where we reasonably believe we can contact you. By providing a telephone number for a cellular telephone, other wireless device, or a landline number that is later converted to a wireless device, you are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Banco Popular and its affiliates, agents or assigns. If the wireless device is not registered in your name, you represent that you are its primary user and have the authority to provide this consent. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. Some of the legal purposes for calls and messages include: suspected fraud or identity theft, obtaining information; transaction on or servicing of the Account; collecting on the Account and providing you information about product and services. These calls and messages may incur access fees from your cellular provider. You must notify us immediately of any changes to your contact information using the address or phone number shown on your billing statement.
Telephone Monitoring	We or a third party may listen to and record your telephone calls with us.
Credit Information	We may obtain and review your credit history or other information about you from credit reporting agencies and others, including in connection with the processing, establishment, servicing and collection of your Account. We may also obtain additional credit reports or other information about you in connection with the same transaction or extension of credit, for the purpose of reviewing your Account, increasing the credit line on your Account, for the purpose of taking collection action on your Account, or for other legitimate purposes associated with your Account. You may ask whether a credit report was obtained by us and we will tell you the name and address of the credit reporting agency, if a report was obtained.

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	We may provide information about you and your Account to credit reporting agencies and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We may provide information to credit reporting agencies about this Account in the name of an authorized user. If you think we provided incorrect information, write to us at the address provided on your billing statement and we will investigate.
Enforcement	We may choose to delay enforcing or waive any of our rights under this Agreement. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.
Applicable Law	This Agreement and the Account will be governed by federal law, and to the extent state or territorial law is applicable, the laws of the Commonwealth of Puerto Rico, and these laws will apply no matter where you live or use this Account.
Amendments	We may change or terminate all or any part of this Agreement, including APRs and fees, at any time. We may also add new terms or delete terms. Any changes will be in accordance with applicable law, and we will provide notice as required by law.
Assignment	We may sell, assign or transfer the Agreement and the Account or any portion thereof without notice to you, and the purchaser, assignee, or transferee shall have the same rights as we do under this Agreement. You may not sell assign or transfer the Account.
Severability	Except as specifically provided in the arbitration section above, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.
Restrictions on Use	Banco Popular may restrict use of your Card in any jurisdiction or country where such use would be contrary to U.S. law or regulation, or which is identified as presenting a high risk of fraud.

Notice Legal Rights and Protections under the Military Lending Act

If you are a servicemember on “active duty” or “active service”, or a spouse or dependent of such servicemember you may be entitled to certain protections pursuant to the Military Lending Act (MLA) [32 CFR Part 232]. The following statement only applies if you are a covered borrower under the Military Lending Act (MLA) [32 CFR Part 232].

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forced and his or her dependent may not exceed an annual percentage rate of 36%. This rate must Include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you would like to obtain these disclosures orally, you may call the toll-free number 1-844-773-6499.

YOUR BILLING RIGHTS – Keep this document for future use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Billing Statement

If you think there is an error on your billing statement, write us at the address shown on your billing statement. In your letter, give us the following information.

• Account information: Your name and Account number.
• Dollar amount: The dollar amount of the suspected error.
• Description of the problem: If you think there is an error on your billing statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

• Within 60 days after the error appeared on your billing statement.
• At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the billing statement is correct.

While we investigate whether or not there has been an error:

• We cannot try to collect the amount in question or report you as delinquent on that amount.
• The charge in question may remain on your billing statement, and we may continue to charge you interest on that amount.
• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
• We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

• If we made a mistake: You will not have to pay the amount in question, or any interest or other fees related to that amount.
• If we do not believe there was a mistake: You have to pay the amount in question, along with applicable interest and fees. We will send you a billing statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think

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you owe. If you receive our explanation but still believe your billing statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting you are questioning your billing statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of these rules above, you do not have to pay the first $50 of the amount you question even if your billing statement is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state (or territory) or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement, we mailed to you, or if we own the company that sold the good or services.)
2. You must have used your credit card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address shown on your billing statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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