

Terms and Conditions of Use for Online Banking

1. Notice

PLEASE READ THESE TERMS AND CONDITIONS OF USE FOR ONLINE BANKING (THESE “TERMS OF USE”) CAREFULLY. BY ACCESSING THIS SITE AND ANY PAGES THEREOF, YOU AGREE TO BE BOUND BY THE TERMS OF USE HEREIN. IF YOU DO NOT AGREE TO THE TERMS OF USE HEREIN, DO NOT ACCESS THIS SITE, OR ANY PAGES THEREOF. NOT ALL PRODUCTS AND SERVICES ARE AVAILABLE IN ALL GEOGRAPHIC AREAS. YOUR ELIGIBILITY FOR PARTICULAR PRODUCTS AND SERVICES IS SUBJECT TO FINAL DETERMINATION BY, AS APPLICABLE, POPULAR BANK AND/OR ITS SUBSIDIARIES AND/OR ITS AFFILIATES, INCLUDING POPULAR, INC., AS THE CASE MAY BE.

2. Ownership of Site; Agreement to Terms of Use

This is an agreement between you and Popular Bank (or any one or more of its subsidiaries or affiliates, including Popular, Inc., as the case may be) (collectively, “Popular,” “we,” “us” or “our”). The terms and conditions of use (the “Terms of Use”) contained in this document shall govern your use of any website or webpage operated by Popular (collectively, the “Site”). The Site is the property of Popular and its licensors.

These Terms of Use apply to the websites located at www.Popular.com, www.BPPR.com, www.BancoPopular.com, www.PopularBank.com and any other website, webpage or all sites owned, operated and/or linked thereto by Popular.

POPULAR OFFERS THE SITE TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THESE TERMS OF USE. YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE CONTAIN DISCLAIMERS OF WARRANTIES AND LIABILITY (see Sections 8 and 9) AND A DISPUTE RESOLUTION CLAUSE (see Section 15). THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR BARGAIN.

Popular reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your ongoing responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you unconditionally accept and agree to the changes. As long as you comply with these Terms of Use, Popular grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

3. Additional Terms

Any Popular website (including the Site) may itself contain additional terms (for example, codes of conduct or guidelines) that further govern use of that Popular website, including without limitation, particular features, products or offers (for example, sweepstakes). If any provision contained in these Terms of Use conflicts with any terms contained within any other Popular website, then the additional terms or conditions will govern for those pages or sections, as applicable. Use of the Site shall be governed by all applicable federal, state and territorial laws, as applicable. Information or Content on the Site is not intended to be tax or legal advice. Information or Content cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. Popular does not provide legal or tax advice. You should review your particular circumstances with your independent legal and tax advisors, professionals and/or consultants. These Terms of Use shall be construed in accordance with the laws of the State of New York, and any arbitration or judicial proceedings to enforce or interpret the terms hereof may be brought only in the State of New York.

4. Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Popular and is protected by applicable trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Certain other words and symbols used to identify the source of third party goods and services are trademarks of their respective owners. The display of any such trademarks or trade dress on the Site does not imply that a license of any kind has been granted.

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exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Popular's systems or networks, or any systems or networks connected to the Site or to Popular. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Popular on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity. You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Popular or others.

Unauthorized use of the Site in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of this policy, may result in civil and criminal penalties against the sender and those assisting the sender, including those penalties provided by the Computer Fraud and Abuse Act (18 U.S.C. §§ 1030 et seq.).

6. Accounts, Passwords and Security

Certain features or services offered on or through the Site may require you to open an account (including setting up a username and password to access an account online). You are entirely responsible for maintaining the confidentiality of your applicable account information, including your password, and for any and all activity that occurs under your account. You further agree to establish commercially reasonable security procedures and controls to protect any of your confidential information. You agree to notify Popular immediately of any unauthorized use of your applicable account or password, or any other breach of security, including suspected or actual account "phishing" incidents. However, you may be held liable for losses incurred by Popular or any other user of or visitor to the Site due to someone else using your applicable username, password or account. You may not use anyone else's username, password or account to access the Site at any time without the express permission and consent of the holder of such username, password or account. Popular cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. Do not communicate confidential information to us over the Internet, or request that we communicate confidential information to you over the Internet. If you choose to communicate confidential information to us over the Internet or request that we communicate information to you over the Internet, Popular will not be responsible or in any way liable for any losses or damages you may incur as the result of such communication(s).

7. Privacy

Popular Bank's applicable Privacy Policy(ies) and applicable online security and online privacy practices applies to use of the Site, and its terms are made a part of these Terms of Use, as the case may be. To view Popular Bank's Privacy Policy, [click here](#). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, account information) is encrypted.

8. Disclaimers

POPULAR DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. POPULAR DOES NOT WARRANT THE ACCURACY, COMPLETENESS, QUALITY, ADEQUACY OR CONTENT

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10. Weblinking Practices

Popular is committed to providing you with the most complete information possible to help you make sound financial decisions. As a convenience to you, Popular may provide access to information, products or services offered on websites or Internet resources that are owned or operated by other companies, that are not otherwise affiliates of Popular ("third-party website"). We provide this access through the use of hyperlinks that automatically move you from and out of Popular webpages or websites (including, as the case may be, the Site) to a third-party website. When you link from an applicable Popular webpage or website (including, as the case may be, the Site) to a third-party website, the linked site may appear in a new browser window or an alert will appear to notify you that you are leaving a Popular webpage or website, as the case may be.

Hyperlinks to third-party websites are solely for informational purposes and for use at your own risk. Popular cannot and does not endorse, approve or guarantee information, products, services or recommendations provided at a third-party website and disclaims any and all liability in connection

therewith. Because Popular does not control third-party websites, we may not always know when information on a linked third-party website changes. Therefore, Popular is not responsible for the content or accuracy of any third-party website and Popular will not be responsible for any loss or damage of any sort resulting from the use of a hyperlink on its website nor will it be liable for any failure of products or services advertised or provided on these linked third-party websites.

Popular offers hyperlinks to you on an “as is,” “as available” basis. When you visit a third-party website by using a hyperlink on a Popular website (including, as the case may be, the Site), you will no longer be protected by Popular’s applicable privacy policies or security practices, as well as other policies. The data collection, use and protection practices of the linked third-party website may differ from the practices of Popular websites. You should familiarize yourself with the privacy policy and security practices of the linked third-party website before providing personal information. Those are the policies and practices that will apply to your use of the linked third-party website, NOT Popular’s policies and practices. In the event you conduct a transaction on a linked third-party website, Popular will not represent either members or the owner of the linked or accessed third-party website.

Here are some tips to help you tell if you have left the Site:

- Instead of a Popular Internet address, the URL of the linked third-party website appears in the location box (or address field) of your web browser.
- The linked third-party website is shown in a new browser window. The appearance of the linked third-party website, including its colors and graphic design, is significantly different from the Popular website.
- The linked third-party website or webpage does **not** appear in a new browser, but you find one or more of the following:
 - The logo of a different company on the linked third-party website, or the words “Powered by,” “Brought to you by,” or “Provided by.”
 - The layout and content of the navigation tools on the linked third-party website are different from Popular’s navigation content or layout.
 - The navigation hyperlink(s) refers to a description of the company that sponsors the third-party website. It may be titled “About (Third Party’s Name)”.
 - A third party’s privacy policy and terms of use statement are identified instead of Popular’s.
 - Information in the footer at the bottom of the webpage contains information about a company other than Popular.

Popular is committed to providing you with quality online services. If you find any information on any Popular webpage or website (including, as the case may be, the Site) that you believe to be inaccurate or have concerns about a hyperlink to a third-party website, please e-mail us at the e-mail address below.

11. Third-Party Companies and Products

Mention of third-party products, companies and web sites on the Site is for informational purposes only and constitutes neither an endorsement nor a recommendation. Popular assumes no responsibility and disclaims any and all liability with regard to the selection, performance or use of these products or vendors. Popular provides this only as a convenience to our users. Popular has not tested any software found on these sites and makes no representations regarding the quality, safety, or suitability of any software found there. There are dangers inherent in the use of any software found on the Internet, and Popular assumes no responsibility with regard to the performance or use of these products. Make sure that you completely understand the risks before retrieving any software on the Internet.

12. Third-Party Account Information

By using any applicable online banking or account linking service or any similarly applicable service throughout the Site, you authorize Popular and its agents to access third party sites designated by you or on your behalf, to retrieve information requested by you, and you appoint Popular and its agents as your agent for this limited purpose. Each time you enter your account login information, you are permitting Popular and its agents to process your request and use information submitted by you to accomplish the foregoing.

13. Electronic Banking Services Terms of Use and Privacy Statement

Additional terms and conditions apply to Popular's electronic banking services. Click [here](#) to view the terms and conditions applicable to each available service and its use.

14. Violation of These Terms of Use

Popular may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint (including, but not limited to, any governmental or law enforcement inquiry) regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Popular's rights or property, or the rights or property of visitors to or users of the Site, including Popular's customers. Popular reserves the right at all times to disclose any information that Popular deems necessary to comply with any applicable law, regulation, legal process or governmental request, including in connection with assisting the government fight the funding of terrorism and money laundering activities and complying with any and all applicable laws, rules or regulations in relation thereto. Popular also may disclose your information when Popular determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. You acknowledge and agree that Popular may preserve any transmittal or communication by you with Popular through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or if Popular determines that such preservation or disclosure is reasonably necessary (1) to comply with legal process, (2) to enforce these Terms of Use, (3) to respond to claims that any such data violates the rights of others, or (4) to protect the rights, property or personal safety of Popular, its employees, users of or visitors to the Site, or the public. You agree that Popular may, in its sole discretion at any time and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site or for other cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

15. Dispute Resolution Agreement

To the extent permitted by applicable law, any claim or dispute related to these Terms of Use or your use of the Site or duties contemplated under these Terms of Use, including the validity of this arbitration clause (the "Claim"), shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the then current Commercial Arbitration Rules and this provision and shall be aired in the State of New York. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result. A single, neutral arbitrator shall determine the Claim of the parties and render a final award in accordance with the substantive law applicable. Strict confidentiality shall govern any arbitration proceedings, any and all information submitted to the arbitrator by the parties and to the decision or award entered by the arbitrator. Any court having jurisdiction may enter judgment upon the

award rendered by the arbitrator. The terms hereof shall not limit any obligation of a party to defend, indemnify or hold harmless another party against court proceedings or other claims, losses, damages, or expenses.

The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to your use of the Site; provided, however, that a party may request temporary remedies in a court of law having competent jurisdiction to maintain the status quo or to protect goods or property until the arbitration has initiated and the selected arbitrator has had the opportunity to resolve the request for temporary relief.

Each party is required to continue to perform its obligations under these Terms of Use pending final resolution of any dispute arising out of or relating to these Terms of Use and your use of the Site, unless to do so would be impossible or impracticable under the circumstances.

16. Accessible Banking at Popular

Popular is committed to satisfy the financial needs of all our customers. We strive to provide a safe, dependable and inclusive banking system that provides excellent service to all our clients, including those with disabilities. The following are the different services available through our applicable Popular branches and call center(s) to make banking easier and more convenient for everyone.

Our Auxiliary Aids and Services include:

- Reader Services (if applicable) – Popular personnel are properly trained to read and explain important materials to customers who request assistance to open product/services or need to conduct financial transactions. Because location hours vary, we suggest that you schedule an appointment if you're requesting reader services with a bank consultant. For more information, contact your local branch or call 1-888-801-4871.
- Braille, Large Print or Audio CD Statements (if applicable) – You can receive your deposit account statements in any of these formats at no additional cost. To request the service, please contact Telephone Banking at 1-800-377-0800 or visit your local branch.
- Raised-line large print checks (if applicable) – Large-print checks with raised (embossed) lines to orient by touch. The checks can be ordered for your personal checking accounts at no additional cost above the most affordable check order fee for your account.
- Voice Guided ATM's (if applicable) – Our ATMs have speech output capabilities. Courtesy earphones are available to customers upon request at our branches.
- Magnifiers (if applicable) – Magnifiers are available at our branches to help with the reading of printed materials or complete important bank documents.
- Interpreter Services (if applicable) – We provide sign language interpreters in our branches by appointment at no additional cost. If you need assistance of a sign language interpreter please contact your local branch for an appointment.
- TTY/TDD Phone Numbers (if applicable) – Customers can contact Popular via Teletypewriter (TTY/TDD) for account information and services at 1-888-801-4871.
- Telecommunications Relay Services – We accept calls from relay services. To request the service, please contact Telephone Banking at 1-800-377-0800. Or call AT&T National Relay Service at 1-800-855-2880 or AT&T Spanish Relay Service at 1-800-855-2884. To access the

website go to http://relayservices.att.com/content/98/Access_Phone_Numbers.html

Web Accessibility

Popular is committed and engaged in efforts to meet online usability and web page design requirements recommended by the World Wide Web Consortium (W3C) in its Web Content Accessibility Guidelines 2.0.

Some of our Online Accessibility features include optimization of site code and skip navigation links to work with Screen Reader Software such as JAWS.

For more information

If you have questions, comments or concerns regarding Accessible Services at Popular, please contact our Care Center via mail, email or phone for further guidance.

Phone:

1-800-377-0800

Email:

PopularNet@popular.com

Mail:

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