

Popular Online Statement User Agreement

This Popular Online Statement User Agreement (this "Agreement") is made a part of the Popular Online Banking Terms and Conditions (the "Terms and Conditions") you have entered into with us and the term "Communications" as used in the Terms and Conditions is amended to include this User Agreement and the periodic statements (the "Statements") that we provide for your Accounts (the electronic version of a Statement is called an "Online Statement" in this Agreement). This means that you agree to receive this User Agreement and the Statements electronically. Unless otherwise modified below, the Terms and Conditions will govern your receipt of the Online Statements.

1. ONLINE STATEMENT ERRORS OR QUESTIONS

You must contact us immediately if you think your Online Statement is wrong or if you have a question about a transaction shown on it. There are strict timelines within which you must contact us in order to reduce your liability for unauthorized electronic fund transfers. Please review these timelines in the Popular Online Banking Service Agreement and the Personal Banking Disclosure and Agreement.

2. ONLINE STATEMENTS

Personal deposit Accounts and some personal loan Accounts are available for Online Statements. The Service shows which of your Accounts are available to enroll in Online Statements. Online Statements are not available for business Accounts at this time. For combined statements where information on more than one Account appears on the same Statement (your checking and savings Accounts, for example), only the primary Account will be designated as available for Online Statements. In this case, enrolling the primary Account for Online Statements will also cause the secondary Account(s) appearing on the combined Statements to be enrolled to receive Online Statements.

3. PAPER STATEMENTS

When you enroll an Account for Online Statements we will discontinue sending you paper Statements for the Account. You may, however, receive one or more paper Statements immediately after enrolling an Account. For joint Accounts, either owner (or a signer) may enroll in Online Statements, in which case paper Statements will no longer be sent to either owner. It is your responsibility to retain your paper Statements or Online Statements and review them for accuracy, even while your consent or withdrawal of your consent to receive Online Statements is being processed by us. When you agreed to the Popular Online Electronic Disclosure and Consent, you also agreed to have legal notices that are normally included with your Statement delivered electronically; they may arrive via e-mail, web banner or any other electronic means we deem appropriate.

4. ONLINE STATEMENT ARCHIVES

After you enroll an Account for Online Statements, we will begin archiving your Online Statements for a maximum of 7 years. To access more than 7 years of Online Statements, you must either save your Online Statements to your computer, or print the Online Statements and save them in paper form. Whether you save electronic versions or print paper versions of your Online Statements, it is always your sole responsibility to keep your Online Statements (as well as your paper Statements) and the personal information contained in them safe and secure. While you are enrolled in Online Statements, you can also request that we send you a paper Statement by contacting your local banker or our Care Center at 1-800-377-0800. Please note that fees will apply and the bank representative will discuss them with you at the time of your paper Statement request.

5. E-MAIL REMINDERS FOR ONLINE STATEMENTS

We will send a notice to the e-mail address we have on file for you within the Service informing you that an Online Statement is available for your review. It is your sole responsibility to log on to the Service to review your Online Statements, and to maintain an up-to-date e-mail address with us so that you receive Online Statement e-mail reminders in a timely manner. However, Online Statement e-mail reminders are a courtesy and we are not liable if, for any reason, we are unable to send you an e-mail reminder. If an e-mail reminder that we send to you is returned to us as undeliverable, we have no obligation to notify you by any other means that your Online Statement is available through the Service. You understand that the e-mail address we will use to notify you that an Online Statement is available is the address on file and available for your review or updating at any time within the Service. No other e-mail address will be used.

6. ELECTRONIC CHECK IMAGES

By enrolling an Account to receive Online Statements, you will receive copies of paid checks drawn against the Account electronically. To review a paid check within an Online Statement you must click on the check number within the Online Statement. The check image will appear and can be printed for your records. While you are enrolled in Online Statements, you can also request that we send you a paper copy of a paid check by contacting your local banker or our Care Center at 1-800-377-0800. Please note that fees will apply and the bank representative will discuss them with you at the time of your paper check request.

7. WITHDRAWING ONLINE STATEMENT CONSENT

You can withdraw your consent to receive Online Statements at any time either online through the Service or by calling us at 1-800-377-0800. It may take up to two statement cycles to begin receiving your paper Statements by mail again. It is always your sole responsibility to review your periodic statements in a timely manner regardless of the delivery method, even while your consent or the withdrawal of your consent to receive Online Statements is being processed.

You understand and agree that if another owner, authorized signer, or co-borrower on your Account also requested to receive Online Statements, you must both withdraw your consent to receive Online Statements in order for both of you to begin receiving paper Statements. An Account will remain enrolled to receive Online Statements as a result of the continuing enrollment by any owner, authorized signer, or co-borrower.

In addition, you understand and agree that you will no longer receive Online Statements if the Account, or a primary Account on a combined statement, is closed or its status changes (such as, for example, if a hold has been placed on the Account), even if the owners, authorized signers, or co-borrowers on the new Account are the same.

8. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE ONLINE STATEMENT SERVICE SHALL BE FOR US TO MAKE REASONABLE EFFORTS TO ENABLE YOU TO MAKE PROPER USE OF THE SERVICE.