

## **THE ELECTRONIC BANKING SERVICES AGREEMENT**

### **I. Accepting the Service Agreement**

This Electronic Banking Services Agreement (the "Agreement") regulates the services provided through Internet Banking, Mi Banco Comercial and TelePago Popular® (the "Services") provided by Banco Popular de Puerto Rico (the "Bank"). The Services allow you to perform a number of banking transactions on accounts linked to the Services through the use of a personal computer, a telephone or mobile phone.

You understand that you are under no obligation to accept this Agreement or register for this Service. You are required to have a Personal Account or a Commercial Account with a debit card assigned with the Bank to have access to these Services.

You agree that the terms and conditions of this Agreement are being provided electronically. You agree that any notice related to the Services will be provided electronically. You will be responsible for notifying the Bank of any change to the email address you provide. You will be able to notify the Bank of any changes to the e-mail address at any time as indicated below.

Transactions related to Personal Accounts made according to the provisions of this Agreement are regulated by several Federal laws, including but not limited to, the Electronic Funds Transfers Act, Truth in Savings Act, Fair Credit Billing Act, and Truth in Lending Act. In addition, every transaction related to Personal Accounts will be subject to the terms and conditions established in the Individual Deposit Account Agreement, as amended, every transaction related to Commercial Accounts will be subject to the terms and conditions established in the Business Deposit Accounts Agreement, as amended, and every transaction related to credit cards will be subject to the Credit Cards Agreement.

### **II. HOW WE OBTAIN AND UPDATE YOUR INFORMATION**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person that opens an account. Consequently, when you apply for an account, we will ask for your name, address, social security number and date of birth and other identifying information we may deem necessary in order to comply with regulatory requirements. In addition, by applying for an account, you are providing the Bank your consent to obtain information about you from other sources, to verify your credit information and identity, and to periodically update your demographic information such as: residential address, occupation and place of work. The Bank may obtain such information from our own records, from other financial institutions or from any other commercially available databases such as credit reporting agencies.

### **III. E-SIGN DISCLOSURE**

The Electronic Signatures in Global and National Commerce ACT (E-Sign) allows the Bank, after obtaining your consent, to provide by electronic means all the notices and disclosures related to electronic banking services and products, including account statements and/or Popular bill statements, informative declarations required by the Department of the Treasury, as well as any other required documentation that are required by regulation to be provided in writing.

Once you consent under E-Sign you accept to receive your account statements, and/or bills and informative declarations, and any other communication related with your accounts only by electronic means.

#### **A. Consent**

- a. You understand that the terms and conditions of this Agreement are being provided electronically and any acceptance by you of such terms constitutes your consent to them.
- b. You accept having received the disclosures applicable to this Agreement.
- c. You agree that all notices or disclosures related to the Products and/or Services, account statements and/or Popular bills and informative declarations will be sent by electronic means to the e-mail address provided by you and/or will be published in the Bank's website, as applicable.

## **B. Right to withdraw your consent**

You can withdraw your consent to electronic notices. If you want to withdraw your consent regarding Personal Accounts, you must connect to Internet Banking to modify that option or contact TeleBanco Popular® at 787-724-3655 or 1-888-724-3655.

If you want to withdraw your consent in relation to Commercial Accounts, you need to access Mi Banco Comercial to modify that option, or contact the Business Banking Center at 787-756- 3939 or 1-855-756-3939.

- a. Electronic Banking Services – When withdrawing your consent to electronic notices related to the electronic banking services for Personal Accounts or Commercial Accounts, you cannot remain enrolled in the Internet Banking or Mi Banco Comercial services, respectively.
- b. E-Statement Service – When you withdraw your consent to electronic notices related to your Personal or Commercial Accounts statement, the Bank will send you paper statements. In the event that your account does not provide the option of receiving paper statements, as established in the Personal or Commercial Accounts Agreement, the Bank will allow you to change your type of Personal Account or your type of Commercial Account to one that provides paper statements.
- c. E-Bill Service – When you withdraw your consent to electronic notices related to your bills with Popular, you will receive paper bills.
- d. Informative Declaration (Letters of interest) -- When you withdraw your consent to the electronic communication related to your Informative Declarations (Letters of Interest) required by the Department of the Treasury, you will receive the same in paper form.

You can withdraw your consent to receive electronic notices related to your accounts and/or bills and Informative Declarations at any time. To do so, follow these instructions:

1. Connect to Internet Banking or Mi Banco Comercial, as applicable
2. Click Edit Accounts on the left menu
3. Identify which accounts you wish to receive paper statements or Informative Declarations
4. At the eBill/e-Statement or Statement, press on the word "Activate" and then click send.

As soon as you finish these steps you will receive the paper statements and/or bills on the next cycle or period. The statements, bills with Popular or Informative Declarations will be delivered to the mailing address registered in your account.

## **C. Right to receive documents**

You have the right to receive any notice or disclosure in paper form, as well as a copy of this Service Agreement. To obtain a copy of the Service Agreement, notices or disclosures related to the Service, please visit any of our branches.

You can also call the following phone numbers 7 days a week, 24 hours a day:

TeleBanco Popular®  
TelePago Popular®  
Internet Banking  
Hearing impaired clients (TDD)  
(787) 724-3650/1-888-724-3650 (787) 724-3652/1-888-724-3652 (787) 724-3655/1-888- 724-3655  
(787) 753-9677/1-800-981-9666

You can also write to:

### **Banco Popular de Puerto Rico**

Electronic Services (614) PO Box 362708  
San Juan, PR 00936-2708

### **Banco Popular de Puerto Rico**

TeleBanco Popular®  
PO Box 362708  
San Juan, PR 00936-2708

Or send an email to [internet@bppr.com](mailto:internet@bppr.com) for Personal Accounts or [businessbankingsuppo@bppr.com](mailto:businessbankingsuppo@bppr.com) for Commercial Accounts.

Or simply access [www.popular.com](http://www.popular.com).

### **D. Change Notifications**

You are responsible for notifying the Bank of any e-mail address changes. You will be able to notify

these changes at any time by calling TeleBanco Popular® at 787-724-3655 or 1-888-724-3655 or by sending an email to [internet@bppr.com](mailto:internet@bppr.com) for Personal Accounts or to the Business Banking Center at 787-756-3939 or 1-855-756-3939 or by sending an email to [businessbankingsuppo@bppr.com](mailto:businessbankingsuppo@bppr.com) for Commercial Accounts.

### **E. Necessary Equipment**

To gain access to electronic communication you must use a personal computer with Internet access and a browser with Secure Sockets Layer (SSL) and 256-bit encryption.

The recommended browsers are:

Internet Explorer version 8 or later for Windows

Google Chrome version 13 or later for Windows

Mozilla Firefox version 6 or later for Windows or Mac OS X

Safari version 7 or later for Mac OS X or Windows.

Acrobat Reader® is needed to view electronic bills and statements.

## **IV. GENERAL PROVISIONS**

The Bank offers you Services through the services of Internet Banking, Mi Banco Comercial and TelePago Popular®.

The terms and conditions of this Agreement governs the Services. However, use of each account added to the Service (the "Designated Account") will continue to be governed by the corresponding terms and conditions of the Deposit Account Agreement or the Credit Card Agreement of the Designated Account, as applicable (From now on referred as "Designated Account Agreement").

Also, the Designated Account can be an account with the Bank or another financial institution, and will continue to be governed by the corresponding Designated Account Agreement of the Designated Account-holding institution. The terms and conditions of the Designated Account Agreement can be incorporated in this contract for reference. In case of a conflict between the terms and conditions of this Service Agreement and those of the Designated Account Agreement, the Account Agreement will prevail and, thus, the terms and conditions of this Service Agreement will be interpreted as complimentary to those of the Designated Account Agreement. The disclosures and notices regarding your rights and responsibilities under certain financial laws, including those referred to herein, can vary depending on the financial institution of the account in question. Please refer to the Electronic Funds Transfers Disclosures for further information.

## **A. Description and Enrollment to the Services**

### **TelePago Popular®**

TelePago Popular® is a service through which you instruct the Bank to debit the Designated Account for the amount corresponding to periodic payments to your creditors or the amount corresponding to transfers of funds among accounts initiated by you, as set forth further on in this Agreement. This service will give access to Designated Accounts held by financial institutions other than the Bank.

To register for the TelePago Popular® service, enroll in the Internet Banking service or call 787- 724-3652/1-888-724-3652. Hearing impaired clients (TDD) can call 787-753-9677 or 1- 800-981-9666. You can also visit any branch to fill out a registration form stating specific information regarding the Designated Account and the accounts that you wish to include in the TelePago Popular® service.

Registration for the TelePago Popular® service is automatic when the Designated Account is a Commercial Account of the Bank enrolled in the Mi Banco Comercial service.

Enrolling in the TelePago Popular® service does not automatically enroll you in the Internet

Banking Service or Mi Banco Comercial.

### **Internet Banking**

Internet Banking service allows you to view balances and transactions, and give the Bank instructions on-line for payments and transfers. To enroll in the Internet Banking service and/or Mi Banco Comercial service, you must enroll on-line through the Bank's webpage at [www.popular.com](http://www.popular.com) and follow the instructions listed or simply visit any branch to complete the registration with a teller. Upon enrolling in the Internet Banking or Mi Banco Comercial service, you will be automatically enrolled in the TelePago Popular® service. Once all the required information you have submitted is duly verified and authenticated, the Bank will begin to provide the Service. The Service will automatically provide access to all the Personal Accounts of the Bank in which you figure as the holder, co-holder or signer, and to all the Commercial Accounts in which you are a signator, provided it is the account with which you have enrolled.

### **Children's Online Privacy Protection**

Popular's websites and online services are not directed to children under the age of thirteen (13) and do not encourage these children to provide their personal information. Consequently, our policy is that we will not knowingly collect personal information provided by children under the age of thirteen (13). If we obtain actual knowledge that we have collected such information, we will comply with the requirements of the Children's Online Privacy Protection Act (COPPA), including the deletion of such personal information from our systems. For additional information about COPPA, please visit the Federal Trade Commission's website at: [www.FTC.gov](http://www.FTC.gov).

## **V. OFFERED SERVICES**

This Service Agreement describes the basic electronic banking services provided under the Internet Banking, Mi Banco Comercial and TelePago Popular® services. Other electronic banking services can be available depending on which services you subscribe to and utilize, and depending on which financial institution you hold the Designated Account. The Bank can also include additional electronic banking services in the future. All present and future electronic banking services will be governed by the terms and conditions of this Service Agreement and the Designated Account Agreement.

### **Payments through TelePago and AutoPay Service through Internet Banking and Mi Banco Comercial**

You can use the Service to make payments to available creditors designated by you. When you give the Bank instructions to make payments, the Bank can debit the Designated Account and will 1) credit the creditor's account with the Bank; 2) electronically send the creditor the payment; or 3) send an official check by regular mail to the creditor, as the Bank determines.

#### **Payment Categories that can be made through the TelePago Service:**

**1. Automatic Payments** – These payments allow you to preauthorize the Bank to make periodic Payments without having to give additional instructions each time you want the Bank to make a Payment. Automatic Payments can be:

a. **Fixed.** You can authorize the Bank to debit from the Designated Account a fixed amount for a set period of time. Fixed automatic payments require that you set the day on which you want the Bank to debit the Designated Account and the period of time for which the Bank will make the debits. For example, you can instruct the Bank to pay the set amount of \$20.00 to your credit card account on the 15th of each month for a period of 18 months.

b. **Variable.** You can authorize the Bank to debit from the Designated Account a dollar amount that can vary during each billing period. For example, you can instruct the Bank to pay the minimum monthly payment reflected on your credit card statement (which will vary depending on the average daily balance of the credit card account). The Bank will provide you with notice of the amount and date of payment at least ten (10) days prior to the effective Payment date, unless you have indicated pre-established amounts the Bank is authorized to pay, in which case, the Bank will provide you ten (10) day advance notice only if the payment amount falls outside the pre-established amounts.

**2. One-Time Payments** – For easy payments, you can give the Bank instructions regarding the exact amount and date the payment is to be made, each time you access the Service.

#### **Automatic Payment Categories to credit cards of the Bank that can be made through the AutoPay Service:**

##### **A. New total balance payment:**

By selecting the automatic payment option "New Total Balance", you authorize the Bank to debit the Designated Account for the new total balance shown on the credit card account statement. This payment could vary each month so you can establish a maximum amount to be debited from your Designated Account. To use this option you must have a deposit account with the Bank.

##### **B. Minimum amount payment:**

By selecting the automatic payment option "Minimum Payment", you authorize the Bank to debit the Designated Account for the minimum amount shown on the credit card account statement. This amount could vary each month. To use this option you must have a deposit account with the Bank.

### **C. Fixed amount payment:**

When selecting the automatic payment option "Fixed Amount", the Bank will debit the Designated Account for the fixed amount assigned. If the fixed amount is lower than the minimum payment in your account statement, you must make additional payments to complete the minimum payment. Otherwise, penalties related to your Credit Account Agreement can apply.

You acknowledge that some of the fixed automatic payments can vary while the Service is in effect. **IF A CHANGE OCCURS IN THE AMOUNT OF THE FIXED PAYMENT, FREQUENCY OR ACCOUNT NUMBER WITH THE PAYEE, IT IS EXPRESSLY AGREED THAT IT IS YOUR RESPONSIBILITY TO MAKE THESE CHANGES.** This notice of change must be made 10 days before the effective day of the payment, for the adjustment to be made before the date designated for the processing of the payment. The adjustment in the payment will not be effective until the Bank receives and processes the notice of the change. The Bank will not be liable for discrepancies in any fixed payments made before receiving and processing the described notice of change.

You also acknowledge that in the case of automatic payments to installment loans (personal or mortgage loan payments with the Bank or any other financial institution), the last installment could include late charges, penalties and other charges accumulated and not satisfied during the life of the loan. You expressly authorize the Bank to debit from the Designated Account the total amount of the last loan installment payment, including the previously described charges.

The Bank provides an estimated date in which the payee will receive a payment. You must instruct the Bank or designate a payment date prior to the due date with sufficient time to process the delivery. The Bank will not be liable or guarantee that the payment can be processed, transferred or sent before the due date. Also, the Bank will not be liable for: (a) errors or delays by the creditor in crediting payments made through the Service (b) delays in the delivery and processing of payments caused by the Postal Service. In either of the two cases previously mentioned, the Bank's responsibility is limited to: (a) diligently investigate the processing record of the payment in controversy and (b) notify you with the results of said investigation within a period of ten (10) business days from the date in which you submitted your request for an investigation of the payment in controversy.

The Bank will not be liable for payments not accepted by the creditor. If the Bank is notified by the creditor that the payment was not accepted, the Bank's responsibility will be limited to: (a) reverse the debit for the corresponding rejected payment on the same day in which the returned payment is received and (b) notify you of the rejection of the Payment no later than the following business day in which the returned payment is received.

**IT IS EXPRESSLY AGREED THAT THE BANK WILL NOT BE LIABLE FOR LATE CHARGES OR ANY TYPE OF PENALTY THAT THE CREDITOR IMPOSES ON YOU, OR FOR DAMAGES OR INCONVENIENCES OF ANY KIND WHATSOEVER SUFFERED BY YOU AS A CONSEQUENCE OF PAYMENTS MADE AFTER THEIR DUE DATE, IF SAID DELAY IN THE PAYMENT IS ATTRIBUTABLE TO A LATE NOTICE FROM THE CLIENT. If you fail to comply with the obligation of notifying the Bank the amount and date when any variable payment will be made, the Bank's obligation to provide the Service for said payment will end. If the Designated Account is a Personal Account, you will also be able to obtain information about the Bank's liability and error resolution procedures, in the Electronic Funds**

### **Transfers Disclosures and/or your Designated Account Agreement.**

#### **Transfers**

You can issue instructions to the Bank to perform Transfers between your Designated Account and other authorized accounts. Based on your instructions, the Transfers will be made through debit to the Designated Account and the funds will be credited to the accounts that have been included in the Service. Only fixed automatic transfers and one-time transfers can be made through the Service (the same instructions apply for fixed automatic payments and one-time payments).

## Interbank Transfers

This service allows you to transfer funds from other financial institutions in Puerto Rico, the United States and its territories to your accounts with Banco Popular. **This service is not available for all accounts.** The Bank will determine from time to time the accounts for which this service will be available.

To enroll your accounts in this Service, you must complete the activation of your accounts. Once the validation is completed, the Service will be available through our Internet Banking in the funds transfer section. The funds transferred with accounts from other banks will be available in your Account the day in which the Bank receives the funds.

## Mobile Easy Deposit

Mobile Easy Deposit ("Mobile Easy Deposit") is a service where eligible customers can send an image of the front and back of a check captured from their own mobile device to the Bank using Banco Popular Mobile App (iOS and Android).

□ Eligibility –periodically the Bank will evaluate several criterias to determine your eligibility for the Mobile Easy Deposit service. The Bank reserves the right to modify the eligibility criterias and/or suspend your participation in Mobile Easy Deposit at any time.

□ Only may deposit checks payable to the account holder in compliance c with the Bank's requirements. Certain items may not be deposited through Mobile Easy Deposit, including, but not limited to:

- o Checks with double endorsement
- o Checks payable to a non account holder.
- o Money Orders from other institutions
- o Traveler's Checks
- o Savings Bonds
- o Copy of checks
- o Checks from foreign institutions (Not covered by the Federal Reserve System)

Even though the Mobile Easy Deposit service will initially send the image of these types of items, you will receive an email notifying you that the deposit was rejected. Checks or items not accepted through Mobile Easy Deposit may be processed through a Bank Teller or Deposit Box according to the Bank's policies.

- Check Processing
  - o You must endorse the check with your signature, account number and the words: "For Deposit Only at BPPR".
  - o Once the check is sent, the Bank will send an email confirmation that the submitted check was received for verification and approval. After you receive the message that your deposit was approved, the check will be sent to collection.
  - o We reserve the right to reject any image sent for processing.
  - o Checks deposited before 6PM on business days, will be processed on the same business day. Certain exceptions may apply. For details on the availability of funds, please refer to our [Disclosure Related to the Availability of Funds Deposited in Individual Transaction Accounts \(Regulation CC\)](#) on your Individual Deposit Accounts Agreement.
  - o The Bank reserves the right to correct the amount deposited, in case that the amount provided by the customer and the amount written on the check do not match.
- Limits
  - o Monetary deposit limits: \$5,000 per check, \$5,000 total daily and up to \$15,000 on a 25 day period.
  - o Check deposit limits: maximum of 10 checks daily and up to 50 checks in a 25 day period.

- Customer Responsibilities:
  - The Customer is solely responsible for the quality and fidelity of any check deposited to his account through the Mobile Easy Deposit service.
  - Check retention and disposal.
  - Once the check is sent, you must store it in a safe place, for at least 30 days after your deposit is credited to your account. Make sure the deposit was processed correctly before disposing of the check. Once the 30 day period ends, You agree to destroy and dispose of the check in a secure manner (e.g., shredder).
  - You agree to refrain from depositing the same check twice through the Mobile Easy Deposit service, other deposit channel and/or any combination thereof. The attempt to submit the same check in more than one occasion it will be considered misuse of the Mobile Easy Deposit service and may result in the cancellation of the service.

## **2-Step Verification**

The Bank offers a new option which allows you to increase the security level when accessing your accounts on Mi Banco Online. If you enable the 2-Step Verification Service, instead of answering security questions, you could receive a unique code as an authentication method for Mi Banco Online. You may also choose if you want to receive this code every time you try to log in to Mi Banco Online or if you prefer to allow the Bank to determine if the security questions should be displayed or the unique code requested.

You may choose to receive the unique code through a voice call or via text message (SMS), to the mobile phone number registered on Mi Banco Online. You can register up to two mobile phone numbers to receive the unique code, if you have more than one number.

To subscribe to the Service, you must do so on My Information section in Mi Banco Online (Web version). The 2-Step Verification Service doesn't require any specific service or product with the Bank, you just have to be enrolled in Mi Banco Online. Even though the 2-Step Verification Service is free, your mobile service provider could apply messaging or call charges.

When you subscribe to the 2-Step Verification Service, you will receive a recovery code, which you should keep in a secure place. This code will let you regain access to your Mi Banco Online account in the event where you lose access to your mobile device or any phone registered in the Service or in the event where you have no mobile service coverage. Nevertheless, it is important to know that once you use your recovery code, the 2-Step Verification Service will automatically deactivate; therefore, if you wish to keep using the Service, you should subscribe once again following the original procedure – in My Information section on Mi Banco Online (web version). In the event where you lose your access to the mobile phones registered and to your recovery code, you should visit any of our bank branches so we can deactivate the 2-Step Verification Service and you can regain access to your accounts on Mi Banco Online.

You may cancel the 2-Step Verification Service at any moment, on My Information section in Mi Banco Online (web version). If you have any doubts or questions regarding the Service, you can call our Mi Banco Support Group at 787.724.3655 or 1.888.724.3655 (United States/Virgin Island).

## **Retiro Móvil Terms of Service Banco Popular customers**

### **ATM withdrawals using Retiro Móvil**

These terms govern cash withdrawals at designated Banco Popular de Puerto Rico ATMs when using a mobile device that meets the requirements set out in this contract (compatible mobile device). They should be read in conjunction with the disclosures and the terms and conditions of service of your Banco Popular ATH card that is part of your Deposit Account Agreement.

Retiro Móvil allows you to withdraw cash using your mobile device and to send cash to a receiver to be withdrawn at a participating Banco Popular ATM. Both types of transactions are made through the Mi



Banco Mobile App using a compatible mobile device. ATM withdrawals using a mobile device are equivalent to a withdrawal using an ATH card.

### **Requirements for Banco Popular customers**

The requirements you must meet to receive this service are:

1. Have a Banco Popular deposit account and be registered in Mi Banco.
2. Have an active ATH card or International ATH card with assigned PIN tied to the Banco Popular deposit account.
3. Have a compatible mobile device.
  - By providing your mobile phone number, you consent on receiving text messages or calls related to authentication.
  - To validate your identity, in the registration process you will receive a verification code to the phone number you entered and then you must enter it into the app to complete your registration. If you do not receive a code within the next 2 minutes, you can request a new code or check with cellular provider if your phone can receive and send text messages.
  - Check with your mobile operator to learn more about your text messaging plan. Any charges for data and messaging will appear on your mobile service bill or will be deducted from your prepaid plan. Remember that charges may apply depending on your mobile operator's plan for each text message received, or for wireless internet access.
  - Participating mobile operators in Puerto Rico: AT&T, Sprint, T-Mobile, Open Mobile, Claro de Puerto Rico. You must have a cellular service to receive the messages. We are not responsible for problems in the communication networks between cell phone companies and messaging.
4. Install the Mi Banco Mobile app on your device. Retiro Móvil is one of the services you can automatically access in the application. When you connect to Mi Banco app, select Retiro Móvil to begin using the service.
5. Enable Touch ID/Fingerprint to access the Mi Banco Mobile App. After activating it, there is a 72-hour waiting period to use Retir Móvil, and every time you change the fingerprint.
6. You or the receiver must make the withdrawal at the participating ATM on or before the expiration time described in the transaction authorization message. The debit will be processed to your account once the transaction is withdrawn at the ATM. If you miss authorization time, the transaction will be automatically canceled.

### **Terms of use**

Retiro Móvil is subject to the same usage limitations and restrictions as the use of an ATH card at an ATM, including how often you can make transactions or dollar amount you can withdraw. You can find these limitations and restrictions on the ATH card disclosures included in your Deposit Account Agreement. Therefore, the withdrawals you make using Retiro Móvil are added to the total of withdrawals you make during the day with the ATH card. For example, if the daily withdrawal limit on your Banco Popular ATH card is \$500, and you withdraw \$100 by sliding or by entering your ATH card at an ATM, then you can only withdraw up to \$400 using Retiro Móvil from the same account on the same day.

### **Your responsibility for Banco Popular cash withdrawals using the Retiro Móvil mobile device service.**

The process for handling errors and/or unauthorized transactions in your account statement related to Retiro Móvil and your responsibility for these errors and/or unauthorized transactions will be handled exactly as if it was an error and/or an unauthorized transaction related to your Banco Popular ATH card usage. Claims relating to transactions sent to non-customers should be made immediately by the customer who sent the transaction.

### **Service cancellation.**

You may cancel the service at any time by completing the following steps:

1. Accessing Mi Banco app.
2. Clicking on the "More" section on the app menu.
3. Selecting the Retiro Móvil Number Removal option.

### **Retiro Móvil Terms of Service for non-customers**

#### **ATM withdrawals using Retiro Móvil**

These terms govern cash withdrawals at designated Banco Popular de Puerto Rico ATMs when using a mobile device that meets the requirements set out in this contract (compatible mobile device).

Retiro Móvil allows you to withdraw cash sent by a Banco Popular customer, using your mobile device at a participating Banco Popular ATM.

#### **Non- Customer Requirements**

The requirements for non-customers to withdraw cash sent by a Banco Popular customer are:

1. Have a compatible mobile device.
  - By providing your mobile phone number, you consent on receiving text messages or calls related to authentication.
  - To validate your identity, in the registration process you will receive a verification code to the phone number you entered and then you must enter it into the app to complete your registration. If you do not receive a code within the next 2 minutes, you can request a new code or check with cellular provider if your phone can receive and send text messages.
  - Check with your mobile operator to learn more about your text messaging plan. Any charges for data and messaging will appear on your mobile service bill or will be deducted from your prepaid plan. Remember that charges may apply depending on your mobile operator's plan for each text message received, or for wireless internet access.
  - Participating mobile operators in Puerto Rico: AT&T, Sprint, T-Mobile, Open Mobile, Claro de Puerto Rico. You must have a cellular service to receive the messages. We are not responsible for problems in the communication networks between cell phone companies and messaging.
2. Have the Mi Banco Mobile app installed in your mobile device. Retiro Móvil is the only transactional service that a non-customer can access through the application.
3. Enable Touch ID / Fingerprint or Passcode to access your device.
4. Enter your name, last name, phone number and email and complete the application registration process.
5. Make the applicable withdrawal at the participating ATM on or before the expiration time described in the transaction authorization message. The debit will be processed to sender's account once the cash is withdrawn at the ATM. If you miss authorization time, the transaction will be automatically canceled.

#### **Terms of use**

The service will be made available once mobile device registration requirements are completed, and once we confirm you are not included in *Office of Foreign Assets Control* (OFAC) sanctioned list and Fraud Risk validates your phone number eligibility.

#### **Your responsibility for Banco Popular cash withdrawals using the Retiro Móvil mobile device service.**

Errors in your withdrawal, as well as any claims related to the Retiro Móvil service can only be handled by the customer who sent you the transaction. **Claims made by Banco Popular non-customers will be not registered.**

### **Service cancellation.**

You may cancel the service at any time by completing the following steps:

1. Accessing Mi Banco app.
2. Clicking on the "More" section on the app menu.
3. Select the Retiro Móvil Number Removal option.

## **VI. USE OF THE DESIGNATED ACCOUNT**

### **A. Sufficient Funds**

You must maintain sufficient funds at all times to cover the payments or transfers to be debited from the Designated Account under the Service. **IF THERE ARE INSUFFICIENT FUNDS IN THE DESIGNATED ACCOUNT, THE BANK WILL NOT HAVE ANY OBLIGATION WHATSOEVER TO COVER THE PAYMENTS OR PROCESS THE TRANSFERS.**

The Bank will charge a fee for each payment or transfer returned for insufficient funds, unavailable funds or for any other reason according to the Designated Account Agreement. Any modification to this fee will be notified to you, according to the terms of the Designated Account Agreement. Other charges can apply depending on the Designated Account

Agreement. You will also be responsible of any other fee imposed by third parties regarding transactions made against insufficient funds or not available funds.

### **B. Use of the PIN / Authorized Users**

The Bank will determine the access parameters that will be required to use the Service (the "Access Parameters"). You agree not to disclose or otherwise make these Access Parameters available to any person. If there are other authorized users on the Designated Account, you hereby authorize each of them to use the Access Parameters and the Service.

### **C. Designated Account Statement**

All payments and transfers processed by the Bank will be reflected in your monthly account statement corresponding to the Designated Account.

## **VII. INSTRUCTIONS TO THE BANK**

### **A. Cut-off Time**

The Bank will process payments and transfers Monday through Friday, excluding federal holidays (referred to herein as "Business Days"). Even though the Bank can offer service to the public some Saturdays, Sundays and holidays, these days are not considered Business Days.

Any instruction required or permitted according to the provisions of this Agreement that is received before 5:00 p.m. on any Business Day will be processed on the same day it is received. If your instructions are received after that time or during any non-business day, they will be processed on the next Business Day. However, depending on the nature of the transaction, the funds could be available immediately.

### **B. Honoring Instructions**

The Bank will honor your instructions for payments or transfers only when you have complied with the terms and conditions of this Agreement. The Bank will be under no obligation to honor, either in whole or in part, any instruction that: (a) exceeds your available funds in the Designated Account; (b) is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank understands or has reason to believe it was not authorized by you; (d) involves funds subject to a hold, dispute or legal process preventing their withdrawal from the Designated Account; (e) would violate any law, rule, or regulation applicable to the Service, you or to the Bank; (f) is not in compliance with any other requirement stated in the terms and conditions of this Agreement or any of the Bank's policies, procedures, or practices; or (g) for your protection or the protection of the Bank, the Bank has reasonable cause not to honor.

### **C. Erroneous Instructions**

If the Bank receives an instruction authorized by you and the instruction is erroneous, the Bank will have no obligation or liability for such error.

### **VIII. SERVICE FEES**

You agree to pay the Bank the fees established for the Service and authorize the Bank to debit such fees from the Designated Account.

You agree to pay the Bank for: (a) any special service the Bank performs at your request, (b) requests for copies of transaction documents already filed, and (c) the costs the Bank incurs in responding to subpoenas and/or other legal documents to be processed related to your transactions. You can get information about these additional fees by referring to the Electronic Funds Transfers Disclosures and/or your Designated Account Agreement and by contacting

TeleBanco Popular® or the Business Banking Center.

### **IX. ERRORS OR QUESTIONS ABOUT THE DESIGNATED ACCOUNT STATEMENT**

In case of errors or questions about the Designated Account statement, you should contact the Designated Account-holding institution. If the Bank is the Designated Account is a Personal Account and it belongs to the Bank, you can call TeleBanco Popular® at 787-724-3655 or 1- 888-724-3655. If the Designated Account is a Commercial Account and it belongs to the Bank, you can call the Business Banking Center at 787-756-3939 or 1-855-756-3939, or you can also send the claim to the Bank at the following address: Banco Popular de Puerto Rico, Investigation and Adjustments Department, PO Box 362708, San Juan, PR 00936-2708.

For more information regarding the procedures applicable to **Personal Accounts** for the resolution of errors in electronic transfers, please refer to the Electronic Funds Transfers Disclosures at the bottom of this Agreement and/or your Designated Account Agreement.

### **X. LIMITATION OF LIABILITY**

You are responsible for reviewing regularly your monthly statements corresponding to the Designated Account and for the safekeeping of your Access Parameters. For more information regarding your liability, please refer to the Electronic Funds Transfers Disclosures if the Designated Account is a Personal Account, and/or your Designated Account Agreement.

The Bank will make all reasonable efforts to ensure full compliance of its obligations under the Service and to resolve problems that could arise with the payments or the transfers. However, the Bank will not be liable for damages or inconveniences of any kind whatsoever that you could be subject to, if the Bank proceeds in accordance with the instructions given by you.

If the Bank is negligent in complying with its obligations of processing and transferring the payments in accordance with this Agreement, the Bank's liability will be limited to the reimbursement to you of those late charges imposed against you by the corresponding creditor's agreement.

You agree that neither the Bank nor any party involved in creating or delivering the Service is liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to or use of the Service. The Bank assumes no responsibility for and will not be liable for, any damages to or any virus that could affect your computer equipment or any other property as a result of your access to, use of or downloading from the web page of the Service through [www. popular.com](http://www.popular.com).

## **XI. TERMINATION**

The provisions of this Service Agreement will be in full force and effect until any of the parties notifies the other of the intention to terminate the Service. You can terminate this Service Agreement by giving written notice to the Bank by mail, fax or email or by simply calling TeleBanco Popular® or the Business Banking Center.

The Bank reserves the right to terminate this Service Agreement or suspend your participation in the Service at any time. The Bank could immediately terminate the Service: a) if you breach any agreement with the Bank; b) if the Bank has reason to believe there has been or could be an unauthorized use of the Access Parameters, the Designated Account, or the Service; c) if any party associated with the Designated Account requests that the Bank do so; or d) if there are conflicting claims to the funds in the Designated Account.

If you or another party asks the Bank to terminate the Service, or if the Designated Account is closed for any reason, you will remain liable for transactions previously authorized.

## **XII. AMENDMENTS**

The Bank reserves the right to amend the terms of this Agreement at any time and will notify you of such changes by email. By making any transaction through the Service after the effective date of the change, you indicate your agreement to the changes.

## **THE FOLLOWING DISCLOSURE APPLIES EXCLUSIVELY TO PERSONAL ACCOUNTS**

### **DISCLOSURE OF ELECTRONIC FUNDS TRANSFERS OF PERSONAL ACCOUNTS**

In compliance with Regulation E, which regulates electronic funds transfers for Personal Accounts, the Bank provides this disclosure about the terms and conditions under which the Bank provides the electronic funds transfer services and your rights and responsibilities under said Regulation. These dispositions apply only to Personal Accounts, not Commercial Accounts.

#### **1. Available Banking Services**

A. Banco Popular's automated teller machines A Toda Hora (ATH) – You can use your validated ATH card at any of our ATH machines for the following purposes:

- Withdrawals
- Deposits\*
- Transfer funds from the checking section to savings, or vice versa, on the applicable accounts
- Balance verification\*
- Loan payments\*
- Make payments through fund transfers between accounts - Get cash advances

(\*) These transactions made through ATH machine services will not be considered electronic fund transfers. These services might not be available in some ATH machines or ATMs of other institutions.

B. Point of Sale (POS) – You can use your validated ATH card to pay for purchases at businesses that have agreed to accept the card as payment method.

C. Pre-authorized debit and credit transfers D. Other Authorized Payments

## 2. Transfer Amount Limits

At ATH machines, cash withdrawals from your checking or savings account cannot exceed \$500 per day. In the Popular Plus and Private Management accounts in Puerto Rico, the maximum amount will be \$1,000 per day.

In the TelePago Popular® and the Internet Banking services, the transfer of funds (debit and credit) in real time, the following applies:

Transfer among accounts in which the client is the signer			
Types of Accounts	Debit (Transfers sent)	Credit (Transfers Received)	Total Daily Maximum
Personal Checking and Savings	\$10,000	\$10,000	\$20,000
Private Management Account	Unlimited	Depends on the account credited <sup>1</sup>	Depends on the account credited <sup>1</sup>
Transfers to Third Parties Accounts			
Personal Checking and Savings	\$2,500	\$2,500	\$5,000
Private Management Account	\$20,000	Depends on the account credited <sup>1</sup>	Depends on the account credited <sup>1</sup>

<sup>1</sup> Client must contact his Private Banker

## 3. Charges for Transfers (in the accounts that apply)

Applicable charges for electronic transfer of funds are detailed in the Addendum to the Personal Deposit Accounts Agreement.

Each banking institution could impose a charge to his ATH card for each transaction made. The bank owner of the automated machine collects this charge. Every operator of an automated teller machine outside the Bank's ATH Network can add a fee to the electronic funds transaction regardless of the amount.

## 4. Right to Receive Documentation or Verification Regarding the Transfers

Receipts – When using our ATH machines or POS terminals, you will receive a receipt of the transaction. However, providing this receipt is not a requirement for electronic transfers of fifteen dollars (\$15) or less.

Account Statements – Every month you will receive an account statement from the Bank, showing all transactions processed by the Bank and the dates said transactions were processed.

## 5. Preauthorized Transactions

Preauthorized Credits – If your Account will be credited at least once every 60 days through a credit (Direct Deposit) from the same payee, you can call TeleBanco Popular® 24 hours a day, seven days a week to confirm if the credit has been processed. For Puerto Rico depositors dial 787-724-3650 (mobile phones and metro area) or toll-free 1- 888-724-3650 (outside the metropolitan area). For U.S.V.I. and Tortola depositors dial 1-888-724-3659. For phone numbers for the hearing impaired (TDD) dial 787-753-9677 (metropolitan area) or toll-free 1- 800-981-9666 (outside metropolitan area).

Preauthorized Debits – If you authorize varying amounts of automatic debits from your account, the Bank will provide notice of the amount and date of payment at least ten (10) days before the effective date of payment, unless you have pre-established that the Bank is authorized to pay amounts, in which case the Bank will provide a notification ten (10) days prior only if the payment exceeds the previously established amount or if the amount falls outside the pre-established boundaries.

## **6. Responsibility for Unauthorized Transfers:**

Theft, Robbery or Loss, Theft of the Access Device (PIN) / Applicable Procedure to the Electronic Funds Transfer Error Resolution

If you believe that your card or Personal Identification Number (PIN) has been lost or stolen, call us at 787-724-3650 (mobile phones or metropolitan area) or toll free at 1-888-724-3650 (outside the metropolitan area) 7 days a week, 24 hours a day, 1-888-724-3659 (for U.S.V.I. and Tortola depositors). Telephone available for hearing impaired (TDD): 787-753-9677 (metropolitan area) or 1-800-981-9666 (outside metropolitan area, U.S.V.I. and Tortola). You can also write us at: BANCO POPULAR DE PUERTO RICO, CUSTOMER RESOLUTION CENTER (685), PO BOX 362708, SAN JUAN, PR 00936-2708.

**You could lose, under certain circumstances, the total amount of funds deposited in your account, as well as the total amount available of your line of credit in your account. The fastest way to notify the Bank and reduce any possible losses is through a telephone call.**

If you notify the Bank within two (2) business days following the day you have knowledge of the loss, theft or possible unauthorized use of your card, your maximum responsibility will be \$50.

If you DO NOT notify us within two (2) business days following the day you have knowledge of the loss, theft or possible unauthorized use of your card, and the Bank can prove that the unauthorized use of your card could have been avoided if the Bank received the notification on time, you could lose up to \$500.

Furthermore, notify the Bank immediately if your monthly account statement shows transactions that you didn't make or authorize through the use of the access card. If you DO NOT notify the Bank within sixty (60) days following the day the account statement was mailed and the Bank can prove that it could've avoided the unauthorized use if the notification had been received on time, you will not have the right to any refund for transfers or withdrawal of funds made after this period.

If a good reason, such as hospitalization or extended trip, kept you from notifying us on time, we could extend the time period to make your notice.

## **7. Disclosure of Account Information to Third Parties**

The Bank will only disclose information about your accounts or transfers you have made: (1) to verify the existence and condition of your account to third parties, such as credit reporting agencies or merchants; (2) to comply with orders issued by a legal court or government agencies; (3) when necessary to complete or process a transfer; or (4) if you give us your written authorization.

## **8. Bank's Liability for Failure to Make Transfers**

If the Bank does not process a transaction on time and for the correct amount, it will be liable for your losses or damages. However, the Bank will not be responsible under the following circumstances: (1) if for any reason outside the Bank's control, you do not have enough funds or credit available in your account to make the transfer or withdrawal; (2) if the ATH machine where you make the transaction does not have enough cash; (3) if the transfer amount exceeds the available funds on your checking, savings, reserve; (4) if the ATM machine is not working properly and you knew about the breakdown when you started the transfer; (5) if you have not notified the loss, theft, or possible unauthorized use of your card; (6) if circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions taken by the Bank; (7) if the account funds are subject to a legal process, restriction or attachment that prevents the funds transfer.

## **9. Procedure Applicable to Resolution of Errors in Electronic Transfers**

In case of errors or questions about your account statement or the receipt issued by the ATH machine or POS terminal:

In accounts with ATH card, call us at: 787-724-3650 (mobile phones and metropolitan area) or toll free at 1- 888-724-3650 (outside the metropolitan area) for P.R. depositors; toll free 1- 888-724-3659 (for U.S.V.I. and Tortola depositors). Telephones available for hearing impaired (TDD): 787-753-9677 (metropolitan area) or 1-800-981-9666 (outside metropolitan area, U.S.V.I. and Tortola). You can also send us your claim to the following address: BANCO POPULAR DE PUERTO RICO, CUSTOMER RESOLUTION CENTER (685), PO BOX 362708, SAN JUAN, PR 00936-2708.

We must have knowledge of your complaint within sixty (60) days following the day the first account statement containing the error was sent. When contacting us, you must provide:

- Your name and account number
- Transaction date and reference number
- Description of the claim or doubt
- The dollar amount of the alleged error

If your claim is made by telephone, to protect your rights, you must confirm it in writing within the next ten (10) business days.

If necessary, the Bank can take up to 45 calendar days to investigate, if the transaction took place in Puerto Rico, the U.S., or U.S.V.I. (local), or ninety (90) calendar days if the transaction took place outside Puerto Rico, the U.S. or U.S.V.I. (foreign) or at a point of sale. In such case, the Bank will credit your account for the amount you think is in error, within ten (10) business days if the transaction is local, foreign or at a point of sale, so you can use said amount during the period of time it takes us to finish the investigation. If we do not receive a written confirmation of your complaint within the 10 business days mentioned above we will not provisionally credit the amount in dispute.

The Bank will send you a written explanation within three (3) business days following the day the Bank finishes the investigation. You can ask the Bank for copies of the documents used in the investigation.

## **10. Right to Stop a Preauthorized Transfer**

If you have authorized us to make debits (payments) from your Account, you can stop any of these debits. Call us at: 787-724-3650 or 1-888-724-3650 (for P.R. depositors); 1-888-724- 3659 (for U.S.V.I. and Tortola depositors). Telephone available for hearing impaired (TDD): 787-753-9677 (metropolitan area) or 1-800-981-9666 (outside metropolitan area, U.S.V.I. and Tortola), or write us at BANCO POPULAR DE PUERTO RICO - TELEBANCO POPULAR®, PO BOX 362708, SAN JUAN, PUERTO RICO 00936- 2708 so that we receive your stop payment order at least 3 business days before the date scheduled for the payment. If the stop payment order is made verbally, it must be confirmed in writing within fourteen (14) days following the call.



**11. Bank's Liability for Failure to Stop Payment of Preauthorized Transfer**

The Bank will be liable for damages suffered by you for failure to carry out a stop payment order over a transfer preauthorized by you, as long as the stop payment instructions are received according to the dispositions and terms of this disclosure.

**12. Weekdays**

Bank working days are Monday through Friday, excluding federal holidays offers services to the public certain Saturdays, Sundays and federal holidays, these aren't considered working days.