

**THIS POLICY IS EFFECTIVE AS OF JULY 13, 2015.**

This Popular Online Banking Service Agreement (the “Service Agreement”) governs the online banking, mobile banking, bill payment, and internal and external transfer services (each a “Service” and together, the “Services”) we make available to you as described below. “You” and “your” mean the person or business enrolling in the Services and agreeing to this Service Agreement. “Popular”, “Popular Community Bank”, “us,” “we,” “Bank” and “our” mean Banco Popular North America and its affiliates and their successors and assignees. When you use any of the Services, you agree to the conditions set forth in this Service Agreement. This Service Agreement is provided in addition to other agreements, disclosures and/or terms and conditions you have received or may receive in the future for your account or accounts that are enrolled in the Services (the “Accounts”), such as the Personal Banking Disclosure and Agreement and/or the Business Banking Disclosure and Agreement. In case of conflict, this Service Agreement will control. In this Service Agreement, the term “Business Days” means Monday through Friday, except federal holidays. “Website” refers to the Popular websites and other web pages accessible through <http://www.PopularCommunityBank.com> or through m.PopularCommunityBank.com as to the Mobile Banking Service.

Banco Popular North America is a Member of the FDIC and operates under the assumed trade name “Popular Community Bank” in each of the markets in which it operates. Accordingly, Popular Community Bank and Banco Popular North America are the same FDIC-insured institution.

1. Electronic Disclosure and Consent

1. **Consent.** You agree to receive the Online Banking Terms and Conditions, this Service Agreement, and all disclosures, notices and communications regarding the Service and your Accounts accessed through the Services electronically (together, the “**Communications**”). The Communications that you agree to receive electronically from us may include, but are not limited to:
  - Changes and updates to the Communications or any agreements, disclosures and/or terms and conditions you have reviewed or may review in the future for your Accounts;
  - Disclosures, agreements, notices and other information relating to the Service and the Accounts as may be required under applicable federal or state laws and regulations;
  - Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
  - Any notice or disclosure regarding any Account or Service fee including, but not limited to, a late fee, an overdraft fee, or a stop payment order fee;
  - Tax statements or notices; and
  - Information or forms that we request from you and ask you to submit electronically, such as signature cards, Forms W-9, or other agreements.

To receive your periodic Account statement online within the Services, you must agree to the Popular Online Statement User Agreement.

1. **Paper Copies of Electronic Communications.** You may print or make a paper copy of the Communications. **You can request a paper copy of some Communications, but occasionally fees will apply. Stop by your local branch or contact our Customer Care Center at 1-800-377-0800 to make a paper copy Communication request.**
2. **Withdrawing Electronic Consent.** You can withdraw your consent to receive future electronic Communications by calling our Customer Care Center at 1-800-377-0800. However, if consent is withdrawn your access to the Services will be revoked.

3. **Equipment Requirements.** The Services are compatible with the latest two versions of all known browsers. Versions older than the last two for any given browser may or may not be supported, and support of any older version is at our sole discretion. You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and internet access services necessary to use the Services. We require your browser to be, at a minimum, 128-bit encryption enabled. You must have software such as Adobe Acrobat Reader® version 8 and above (which can be obtained from [www.adobe.com](http://www.adobe.com) ) for Communications that are “PDF” files. Your access to this page verifies that your hardware, software, and browser meet these requirements.
  4. **Updating Your Contact Information. It is your sole responsibility to maintain your updated email and other contact information within the Services.** Instructions on how to update your contact information can be found in the Services.
  5. **Receipt of Communications.** You are deemed to have received Communications from us when they are made available to you. It is your responsibility to log in to the Services regularly to remain up to date with Communications. You will receive an e-mail from us for Communications that we deem to be time sensitive, which may prompt you to log in to review the full Communications.
2. Services Offered
    1. **Online Banking and Mobile Banking:**

Online Banking means each of the variety of products and services you may access or enroll in through the Website and other related services, including, without limitation, the Mobile Banking Service. Not all of the products and services available through the Online Banking service may be available through the Mobile Banking service.

Mobile Banking is a module of the Popular Online Banking service accessed via a web-enabled or text-enabled cell phone. These services include, but are not limited to, browser and text banking.

1. **Internal Transfers of Funds.** You may use the Services to transfer funds between your Accounts (“Internal Transfers”), excluding credit cards, loans and certificates of deposit (“CD’s”). Internal Transfers that are scheduled for a later date or set to be recurring (performed at a regular frequency) are processed at 2:00 am on the Business Day the Internal Transfer request rules you set up indicate the transfer is to be sent. Immediate one-time Internal Transfers are processed at the time they are submitted, but please be aware immediate Internal Transfer requests may not be permitted during nightly processing from 11:00 pm – 3:00 am CST each Business Day.
  2. **Balance Inquiries.** You may use the Services to check your available balance and other Account information.
  3. **Account Services (Not available through Mobile Banking).** You may use the Services, as applicable, to view copies of checks, view Account statements (if you agree to the Popular Online Statement User Agreement), place stop payments on checks, download your Account information to personal financial management software and set up Account alerts. The services mentioned in the previous sentence are not available through Mobile Banking.
2. **Bill Pay:**
    1. **Payment Options.** “Immediate Payments” are one-time payments that you request each time you want to make a payment and request the payment be sent immediately. For Immediate Payments, the payment date is the date that the Bank sends your payment, but it may not necessarily be the date you made the request or the date that your payment is processed by the payee.

“Scheduled Payments” are payments that you enter each time you want to make a payment and you request a future date that you want the Bank to send the payment(s). For Scheduled Payments, the payment date is the date that the Bank sends your payment, but it may not necessarily be the date that your payment is processed by the payee. “Recurring Payments” are sent automatically based on payment rules set up by you. Payment rules may include frequency, amount, and timing of payments; however, the amount of a Recurring Payment is fixed and will not fluctuate unless you manually change the amount. The payment date for a Recurring Payment is each date that an indicated payment is to be sent based on the payment rules set up by you. For Recurring Payments, the payment date is the date that the Bank sends your payment, but it may not necessarily be the date that your payment is processed by the payee. Please refer to the processing times in item 6 of this Section for more information.

1. **Payment options available in the Online Banking Service.** You may use the Online Banking Service to process “Immediate Payments”, “Scheduled Payments” and “Recurring Payments”.
2. **Payment options available in the Mobile Banking Service.** You may use the Mobile Banking Service to process “Immediate Payments”. Functionality to schedule a recurring payment is not available in Mobile Banking at this time.
2. **E-Bill Payments (Not available through Mobile Banking).** “E-Bills” are a feature of the Bill Pay Service that enable you to receive billing statements electronically if you authorize us to obtain information from the biller and the biller permits electronic delivery of bills. If you choose to participate in E-Bill, you authorize us to obtain information from billers by using confidential sign-on information, such as a username and password, which you provide to us. An E-Bill will appear in your Bill Pay section of the Service within 1 Business Day or less of our receipt of the E-Bill from the biller. An E-Bill will be delivered to us at such frequency as determined by the biller and you. It may take up to 2 billing cycles before your first E-Bill from a specific biller appears in Bill Pay. At all times, you are responsible for keeping your bills current and paid, including, but not limited to, the period during which your E-Bills are being set up in the Service.
3. **Automatic E-Bill Payments (Not available through Mobile Banking).** You may set up automatic payment of E-Bills so that payment is sent in accordance with payment rules you specify (“Automatic E-Bills”). Automatic E-Bill payment rules may include sending only the minimum balance indicated on your E-Bill (in which case, the amount may vary by bill), setting a fixed amount to be sent when the E-Bill arrives, or you may select to pay the total balance on the bill in full each time a bill is received (in this case, also, the amount may vary by bill.)
4. **Making Payment.** For all payment types, you authorize us to make payments by electronic, paper checks or other means that we determine are appropriate. If a payee does not accept electronic payments, you authorize us to make payment by check. If the payee does not have a payment address on file you may provide the payment address. If you provide a payment address you are solely responsible for the accuracy of that address, and for any late payment fees or charges resulting from an inaccurate payment address. For all types of payments and bills, you authorize us to follow your payment instructions.
5. **Processing Times.** Nightly processing occurs from 11:00 pm – 3:00 am CST on Business Days, and during this time no bills are processed, nor can

an Immediate Payment be made. If an Immediate Payment is submitted between 3:00 am – 7:30 pm CST on a Business Day it will be processed that Business Day. If an Immediate Payment is submitted between 7:30 pm – 11:00 pm CST on a Business Day, it will be processed the following Business Day. You may add, stop or edit a Scheduled Payment up to 7:30 pm CST on the Business Day the payment is scheduled to be sent. Estimates of when your payment will reach your payee are provided to you at the time you make or schedule a payment. It is always recommended you provide at least the estimated amount of time for your payment to reach your payee to be considered on time by your payee. We are not responsible for late payments that were requested with less time than the estimate provided.

6. **Adding, Stopping or Editing Recurring and Automatic E-Bill Payments.** You may add, stop or edit a Recurring or Automatic E-Bill payment by notifying us by 7:30 pm CST on the day the payment is to be processed. (Remember: modification of a Recurring Payment or Automatic E-Bill payment rule will affect all future payments associated with those payment rules.) If you provide us with oral notification to stop payment you must provide us with written confirmation of the oral stop payment order within 14 days. If you fail to do so, your oral stop payment order will cease to be effective after the 14-day period. If you want us to stop receiving E-Bills from a particular biller, you should notify the biller immediately to stop sending us the E-Bills. It may take up to 2 billing cycles for us to stop receiving an Automatic E-Bill from a biller.

It is not possible to edit or stop a payment that has been completed. You may try to stop or edit a payment outside the processing times by calling our Customer Care Center at 1-800-377-0800, but there is no guarantee your payment will be stopped or changed and you are solely responsible for any overdraft fees, late payment charges, or other losses to you resulting from your payment request(s) being completed.

1. **Deduction of Funds.** You authorize us to follow your payment instructions. For Scheduled and Recurring Payments, we will deduct your payment(s) from your selected Account (e.g. your checking, savings or money market account) on the date the payment is to be sent per your request and instructions. For Immediate Payments, we will deduct your payment(s) from your Account at the time of the Immediate Payment request even though the payment may not be sent until the next Business Day. If for any reason the payment amount is not deducted on the date the payment is sent, we reserve the right to deduct the payment at any future date after the payment is sent, which will usually be the next Business Day.
2. **Insufficient Funds.** If, in our sole discretion, we make a payment on your behalf even though there are insufficient funds in your Account, we are authorized to deduct the amount of such payment from your Account (or any other account you have with us) at any future time. You also authorize us to deduct any non-sufficient funds and overdraft charges that apply and any fees we incur in attempting to collect the amount of the payment from you. You authorize us to report the facts concerning insufficient funds to a credit reporting agency.

We are hereby authorized to suspend Bill Payments of all types from your Account for a period of 5 Business Days if a check is returned for insufficient funds or there are insufficient funds in your Account at the time that a transfer is scheduled to be processed. Bill Payment will be reinstated for your Account and all future Scheduled, Recurring and Automatic E-Bill payments will be reinstated after the 5-Business Day period if we have been fully reimbursed as required hereunder. However, for non-Recurring Payments, you will need to re-enter your payment request.

1. **Authorization.** Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other information with a biller. Through your

enrollment in Bill Pay, you authorize us to obtain a copy of your credit report from time to time at our own expense from a credit reporting agency. In addition, you agree that we reserve the right to obtain financial information regarding your account with a payee to resolve payment-posting problems. You must authorize us to obtain information from a biller in order to receive an E-Bill. To do so, you must authorize us to use your username, password and any other login credentials required to set up an E-Bill.

2. **Paper Statements.** Billers may continue to provide you with paper copies of bills that you receive as E-Bills under the Service. We are committed to reducing paper usage and waste; however, we have no control over billers and their decisions to continue sending paper statements. It is your responsibility to contact billers and request that they stop sending paper bills to you after you begin receiving E-Bills from them.
  3. **Notifications and Reminders.** You may set up e-mail alerts so that you receive an alert when your E-Bill arrives and an alert when payment is due. Notifications and reminders are solely for your convenience; it is your responsibility to maintain an accurate e-mail address and to log on to the Service to check for the delivery or status of E-Bills.
  4. **Limitations.** No single Bill Pay transaction may exceed \$9,999.00. The total amount of any and all payments made with Bill Pay in any 1 Business Day may not exceed \$9,999.00. You may not use Bill Pay to (a) pay taxes directly to governmental agencies or to make other payments directly to governmental agencies, (b) pay court-directed alimony or support, or (c) make payments to persons outside of the United States or U.S. territory. We reserve the right to refuse to pay any payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a payee designated by you. This notification is not required, however, if you attempt to make payments not allowed within Bill Pay as outlined above.
2. **External Transfers (Not available through Mobile Banking):**
1. **External Transfers.** “External Transfers” permit you to electronically transfer money between your accounts held at another financial institution (“External Accounts”) and Accounts you have with us. External Accounts may only be checking, savings or money market accounts and must be located in the United States with a valid ABA routing number. To make an External Transfer you must provide us with information about your External Account, and you must have withdrawal rights for the External Account. After you have verified your External Account, you may make an “Immediate External Transfer” request, you may make a “Scheduled External Transfer” request for a later date, and you may set up a “Recurring External Transfer” (performed at a regular frequency) by creating transfer rules for your request (please see item 2 in this Section for more details on processing times.) You authorize us to follow your transfer instructions and to make External Transfers through electronic means or any other means that we determine is appropriate.
  2. **Processing Time.** External Transfer requests received by 6:00 pm CST on a Business Day will be processed on that Business Day. Requests received after 6:00 pm CST on a Business Day will be processed the next Business Day. If you request a Scheduled External Transfer or a Recurring External Transfer, you may stop or edit the transfer request(s) up until 6:00 pm CST on the Business Day the transfer is scheduled to be sent. If you provide us with oral notification to stop payment of a Scheduled or Recurring External Transfer, you must provide us with written confirmation of the oral stop

payment order within 14 days. If you do fail to do so, your oral stop payment order will cease to be effective after the 14-day period.

3. **Deduction and Posting of Funds.** For outgoing Scheduled and Recurring External Transfers we will deduct the funds from your Account with us on the Business Day the transfer is to be made per your request and rules you set up and our processing schedule described in item 2 of this Section. For outgoing Immediate External Transfers, funds will be deducted at the time of the request even though the transfer may not be sent until the next Business Day. If for any reason the funds are not deducted on the day the transfer is sent, we reserve the right to deduct the funds at any future date after the transfer is sent, which will usually be the next Business Day. Once funds are transferred from your Account with us to your External Account, the availability of such funds will be at the sole discretion of the other financial institution. You may incur a fee for transferring funds from your Account with us to an External Account, which will be posted to your Account as a separate transaction. Should this fee cause your Account to be overdrawn, you are responsible for any overdraft fees associated with the transaction.

When you transfer funds from an External Account that you verified within the last 90 days to your Account with us, the funds will not be available for your use or withdrawal until 7 Business Days after the transfer is deposited in your Account with us, even if such transfer is reflected in your current balance. When you transfer funds from an External Account that you verified prior to the last 90 days to your Account with us, the funds will not be available for your use or withdrawal until 4 Business Days after the transfer is deposited in your Account with us, even if such transfer is reflected in your current balance.

1. **External Transfer Alerts.** Certain External Transfer alerts are always sent to you, usually by e-mail. You agree that all e-mail alerts sent to you regarding the status of your External Transfer requests are simply a courtesy and will not constitute a transaction receipt or an official bank record of any kind. You acknowledge and agree that these alerts will be sent to the e-mail address you designate within the Service, and even if you have informed us separately in the past (or choose to do so in the future) to not send you marketing messages these External Transfer courtesy alerts will still be sent.
2. **Limitations.** You may only make transfers between your Accounts and your verified External Accounts through the Service. You agree not to transfer funds to or from an Account with us and an External Account unless you have authority to do so. In any 1 Business Day, the total aggregate amount of all transfers to your External Accounts from Accounts with us may not exceed \$2,500.00 or 3 transfers. In any 1 Business Day, the total aggregate amount of transfers from your External Accounts to Accounts with us may not exceed \$20,000.00 or 3 transfers. In any 1 Calendar Month, the total aggregate amount of all transfers to your External Accounts from Accounts with us may not exceed \$10,000.00 or 6 transfers. In any 1 Calendar Month, the total aggregate amount of transfers from your External Accounts to Accounts with us may not exceed \$60,000.00 or 6 transfers.

#### **Service Requests On Non-Business Days:**

Service requests (whether Internal Transfers, External Transfers or Bill Payments) that are received after the applicable cut-off hour described above or on a day that is not a Business Day, will be treated as received on the next Business Day. Recurring service requests (whether Internal Transfers, External Transfers, or Bill Payments) that fall on a day that is not a Business Day will be processed on the next Business Day.

### **Online Statements (Not available through Mobile Banking):**

The terms and conditions for online statements are governed by the Online Statements User Agreement. Online statements are not automatically set up upon completing your enrollment in the Services. You must enroll separately to receive your statements online, within the Services, and will be required to accept the Online Statement User Agreement at that time. Once you have accepted the Online Statement User Agreement and completed the online statements enrollment, then and only then will your statements begin to archive online within the Services.

### **Transfers from Savings/Money Market Deposit Accounts:**

Federal regulations require us to limit the number of certain types of transfers from your savings and money market Accounts. Under these regulations you are permitted to make no more than six transfers and withdrawals per statement cycle by means of (i) preauthorized, automatic, or telephonic arrangements, and (ii) checks (if available for the account), drafts, debit cards or similar orders payable to third parties. These limitations are applied according to the date when the transaction is posted to your Account and not the date when a transfer is authorized or a check is written. Each time you transfer funds out of your savings or money market Account using the Services it is counted as one of the six (6) limited transfers you are permitted each month. The limits do not apply to withdrawals made in person, by ATM or by mail. If you exceed these limits, we may, at our option, convert your Account to an account not subject to these restrictions or close your Account.

### **Mobile Check Deposits.**

1. **Services.** Popular Mobile Check Deposit is designed to allow you to make deposits to your checking, savings, or money market accounts from home or other remote locations by scanning checks using your smart phone and our iPhone or Android application software to deliver the images and associated deposit information to Popular and/or Popular's designated processor. Popular's Mobile Check Deposits are currently offered free of charge. Pricing and item limits are subject to change as noted in the bank's Schedule of Fees. Wireless connectivity and usage rates may apply. Contact your wireless service provider for more details.
  
1. **Acceptance of these Terms.** Your use of the Popular Mobile Check Deposit service and the Service constitutes your acceptance of this Service Agreement. This Service Agreement is subject to change from time to time. Your continued use of the Popular Mobile Check Deposit service and the Service will indicate your acceptance of any revised Service Agreement and any changes to the Services, including the Popular Mobile Check Deposit service. Further, Popular reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Popular Mobile Check Deposit service and the Services herein. The Popular Mobile Check Deposit service is deemed a part of the Services provided by Popular Community Bank and governed by the terms of this Service Agreement.
2. **Limitations of Service.** When using the Popular Mobile Check Deposit service (in addition to any other Services), you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Portions of the Popular Mobile Check Deposit service or other Services have qualification

requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Popular Mobile Check Deposit service or any other Service, in whole or in part, or your use of the Popular Mobile Check Deposit service or any other Service, in whole or in part, immediately and at any time without prior notice to you.

3. **Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the Popular Mobile Check Deposit service or any other Service to scan and deposit any checks or other items as shown below:
  1. Checks or items payable to any person or entity other than you.
  2. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
  3. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  4. Checks or items previously converted to a substitute check, as defined in Reg CC.
  5. Checks or items drawn on a financial institution located outside the United States.
  6. Checks or items that are remotely created checks, as defined in Reg CC.
  7. Checks or items not payable in United States currency.
  8. Checks or items dated more than 6 months prior to the date of deposit.
4. Checks or items prohibited by Popular's current procedures relating to the Popular Mobile Check Deposit service or any other Services or which are otherwise not acceptable under the terms of your applicable Popular Accounts.
5. **Image Quality.** The image of an item transmitted to Popular using the Popular Mobile Check Deposit service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Popular Mobile Check Deposit service as "For mobile deposit only, Popular Community Bank account number xxxxxxxx" or as otherwise may be instructed by Popular Community Bank. You agree to follow any and all other procedures and instructions for use of the Popular Mobile Check Deposit service or any other Services as Popular may establish from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Popular Mobile Check Deposit service (in addition to any other Services), at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Popular that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds.** You agree that items transmitted using the Popular Mobile Check Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited



using the Popular Mobile Check Deposit service will be available after Popular receives payment for the funds submitted. Popular may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Popular, in its sole discretion, deems relevant.

9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Popular that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item after two business days to ensure that it is not presented again. And, you agree never to present the item again. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Popular as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Popular’s audit purposes.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Popular Mobile Check Deposit service and to modify such limits from time to time.
11. **Hardware and Software.** In order to use the Popular Mobile Check Deposit service (or any other Services, as applicable), you must obtain and maintain, at your expense, compatible hardware and software as specified by Popular from time to time. Popular is not responsible for any third party software you may need to use the Popular Mobile Check Deposit service or any other Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
12. **Errors.** You agree to notify Popular of any suspected errors regarding items deposited through the Popular Mobile Check Deposit service or any other Services right away, and not later than 60 days after the applicable Popular account statement is sent. Unless you notify Popular within 60 days, such statement regarding all deposits made through the Popular Mobile Check Deposit service shall be deemed correct, and you are prohibited from bringing a claim against Popular for such alleged error.
13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Popular's sole discretion subject to any and all applicable agreements and disclosures governing your applicable Account(s).

## 2. About Cookies

Cookies are pieces of data assigned by a web server to your Internet browser. Cookies help websites to keep track of your preferences and to recognize return visitors. So, when you return to a website you’ve visited before, your browser gives this data back to the server. Contrary to reports about cookies, cookies do not contain viruses. We do not embed your social security number, account number(s) or password in our cookies.

Popular uses cookies to make your online experience with Popular and certain linked Web sites richer and more personalized based on the products and services you have with us. Also, without revealing your identity, cookies help us confirm your identity and help us keep your transactions with us secure when you do your banking online.

We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about the use of our site or monitoring our online promotions; this information helps us inform you about additional products, services or promotions that may be of interest to you. These promotions may be offered to

you via online ads, email, U.S. mail or telephone, subject to the privacy preferences you have on file with Popular.

We recommend that you complete your online transactions and sign off before surfing to other sites or turning off your PC. We also suggest that you do not surf to other sites during your online banking session.

You cannot bank online without cookies.

You can set your browser to reject cookies. However, if you choose to reject cookies, you cannot bank online with Popular. If your browser rejects cookies, you may not be able to sign on to your favorite sites or use the features you like most within those sites.

The latest versions of certain internet browsers allow you to reject cookies automatically. With this feature it may not be necessary for you to set your browser to reject cookies.

Earlier versions of certain internet browsers may require you to set your browser to reject cookies when you are just browsing and accept cookies when you want to conduct online transactions.

#### 1. WE WORK TO ENSURE PRIVACY AND SECURITY DURING YOUR ONLINE SESSIONS

The information you provide to us online is protected by Secure Socket Layer (SSL) technology. SSL is the leading security protocol for data transfer on the internet. This technology scrambles your account information as it moves between your browser and Popular's computer systems. When information is scrambled, or encrypted in this way, it becomes nearly impossible for anyone other than Popular to read it. This secure session helps protect the safety and confidentiality of your information when you bank with us online.

If you do not bank online with Popular, we do not collect, capture, or retain personally identifiable information when you are just browsing and testing these scenarios. By offering you this level of privacy, we believe you will be more likely to find the products and services that fulfill your banking needs and goals.

#### 1. LINKS TO NON-POPULAR SITES

We are not responsible for the information collection practices of the non-Popular links you click to from our web pages. We cannot guarantee how these third parties use cookies or whether they place on your computer cookies that may identify you personally. We urge you to review the privacy policies of each of the linked websites you visit — before you provide them with any personally identifiable information.

#### 1. UNAUTHORIZED TRANSFERS

##### 1. **Authorized Use of Services by Other Persons:**

You are responsible for keeping your "Credentials" (user name, password or challenge questions) confidential. We are entitled to act on transaction and other instructions received using your Credentials, and you agree that the use of your Credentials will authenticate your identity and verify the instructions you have provided to us for the transaction(s). If you provide your Credentials to other persons for use in any manner or authorize others to obtain Credentials of their own on your Account(s), the authorization will be considered unlimited in amount and manner. **WHEN YOU PROVIDE YOUR CREDENTIALS TO OTHERS OR AUTHORIZE OTHERS TO OBTAIN CREDENTIALS OF THEIR OWN ON YOUR ACCOUNT(S) (SUCH AS, AUTHORIZED SIGNERS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS OR ANY OTHER PERSONS) THEY WILL HAVE ACCESS TO ALL YOUR ACCOUNTS THAT ARE LINKED THROUGH THE SERVICE, WHETHER THE ACCOUNTS ARE HELD FOR BUSINESS**

**OR PERSONAL PURPOSES. THIS ALSO MEANS THAT THEY MAY MAKE TRANSFERS BETWEEN YOUR ACCOUNTS, WHETHER HELD FOR BUSINESS OR PERSONAL PURPOSES AND THEIR OWN ACCOUNTS THAT CAN BE ACCESSED THROUGH THE SERVICE. YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS MADE BY SUCH PERSONS ON YOUR ACCOUNTS UNTIL YOU CHANGE THE CREDENTIALS ON YOUR ACCOUNT, NOTIFY US OF THE CHANGE, AND WE HAVE A REASONABLE OPPORTUNITY TO ACT ON YOUR NOTIFICATION.**

We will never contact you via e-mail, telephone, or any other means requesting your Credentials. If you are ever contacted by anyone asking for your Credentials, you should refuse to give them and immediately contact us. You may be the target of attempted identity theft.

**1. Reporting Unauthorized Transfers:**

You should notify us immediately if you believe your Credentials have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us call 1-800-377-0800, contact us electronically by sending a message through the Bank's electronic message center made available in the Service, or write: Popular Community Bank P.O. Box 4906 Miami Lakes, FL 33014. You should also call the number, contact us electronically, or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**1. Liability for Unauthorized Transfers (*Personal Accounts Only*):**

Tell us AT ONCE if you believe your Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, and we can prove that we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**1. Resolving Errors or Problems:**

In Case of Errors or Questions about Your Electronic Transfers, telephone us at 1-800-377-0800, contact us electronically by sending a message through the Bank's electronic message center made available in the Service, or write us at Popular Community Bank P.O. Box 4906 Miami Lakes, FL 33014. Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and Account number (if any). Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally we may require that you send us your complaint or question in writing within ten (10) Business Days.

**(Personal Accounts Only)** We will determine whether an error occurred within ten (10) Business Days (20 Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new Account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (20 Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. Your Account is considered new for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this Account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

1. THE BANK'S LIABILITY AND LIABILITY LIMITATIONS FOR FAILURE TO COMPLETE A SERVICE REQUEST (*Personal Accounts Only*).

If we do not complete a transfer to or from your Account on time or in the correct amount, or cancel a transfer as properly requested on time or in the correct amount, according to our agreement with you, we are liable for your losses or damages. There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance:

1. If, through no fault of ours, your Account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of your Account's overdraft line;
2. You have exceeded or will exceed your daily transaction limit for a particular Service, in which case we have the right to process your Service request(s) in any order that we determine in our sole discretion is appropriate;
3. You fail to follow a payee's or biller's payment requirements;
4. You fail to schedule a proper date for payment sufficiently in advance of the date that a payment is due;
5. You fail to transfer funds from an External Account to an Account with us sufficiently in advance of the date that you need to use or withdraw the funds (including consideration for weekends, bank holidays, and the unavailability of funds for use or withdrawal until 4 business days for External Accounts verified greater than 90 days ago and 7 days for External Accounts verified within the last 90 days after being deposited into an Account with us);
6. The Services, our equipment, the software, or communications link is not working properly or are not compatible and it is clear it is not working properly at the time you are attempting to make a Service request;
7. The payee or biller mishandles, delays posting a payment, or refuses or is unable to accept a payment;
8. The biller fails to deliver your billing statement to us;
9. Your E-Bill is inaccurate or incomplete;
10. You have not provided us with the correct name(s), address or account information for payees or billers;

11. You fail to provide payees, billers or us with your updated or changed personal information, including, but not limited to, your name, address, phone number, e-mail address, username and password;
12. Your subscription to any Services has been terminated for any reason;
13. Circumstances beyond our control, such as interruption of telephone service or telecommunication facilities, or natural disaster, such as a fire or flood, prevent the your Service Request, despite reasonable precautions that we have taken;
14. The transfer of your funds is restricted by legal process, holds, or any other transaction limiting Account status;
15. You fail to log on to the Service to check on the delivery or status of E-Bills;
16. You fail for any reason to receive a notification or reminder regarding the delivery or status of an E-Bill;
17. Delays in any mail service or e-mail service;
18. Any other exceptions stated in this Service Agreement or related agreements including the Personal and Business Banking Disclosure and Agreement.

If a billing error regarding any of your applicable credit card accounts is reflected on or with your applicable credit card statement, your rights and our liability are governed by the agreement(s) governing that credit card account.

#### 1. LIMITATIONS ON OUR LIABILITY CONTINUED

We are not responsible for the following matters, or for errors or failures of our Services as a result of:

##### 1. **Access:**

We will not be liable under this Agreement for failure to provide access or for interruptions in access to the Service due to a system failure or other unforeseen acts or circumstances.

##### 2. **Your Computer Equipment and Your Software:**

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your personal financial management or other software, or any equipment you may use (including, but not limited to, your telecommunications facilities, computer hardware or modem) to access or communicate with the Services.

##### 3. **Additional Limitations and Indemnification: (*Business Accounts Only*):**

We are not liable for any failure to make transfers to or from your Accounts, or for transfers made in the wrong amount. In addition, you agree to indemnify, defend, and hold the Bank, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, suits, fines, penalties, losses, proceedings, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) any fraud, manipulation, or other breach of this Service Agreement by you; (b) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with us over the terms and conditions of this Service Agreement; (c) your violation of any laws or regulations or the rights of a third party; or (d) the use of the Service by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

## 2. YOUR RESPONSIBILITIES

### 1. Sufficient and Available Funds:

You are responsible for having sufficient and available funds on deposit to complete transfers or make payments in full on the requested dates from your Account. We may deduct payments or transfers from your Account in connection with any Services, even if such deduction creates an overdraft. You are liable for all overdraft fees.

### 2. Security Procedures:

You hereby agree to strictly abide by this Service Agreement as it pertains to your responsibility for the security of your Accounts, and acknowledge that such security practices are an industry standard method of providing security against unauthorized transactions.

### 3. Your Responsibility for Making Payments:

Except where expressly stated otherwise, you are solely responsible and liable for paying your bills and for making alternative arrangements for receiving or paying your bills if for any reason you cannot access the Services or if the Services are terminated by you or us. You agree to contact a payee or biller if you do not receive a bill or E-Bill, if you have cancelled an E-Bill and it continues to arrive electronically, or if a bill or E-Bill is inaccurate or incomplete. You also agree to contact a payee or biller if there are any updates or changes to your personal information, including, but not limited to, name, address, e-mail address, username or password.

## 3. WARRANTY DISCLAIMER

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE.

### 1. FEES

If applicable to you and your Account, you agree to pay the fees for the Services in accordance with our fee schedules and disclosures as established and amended by us from time to time, and as disclosed and accepted at the point of Service or Service request. Please review specific Services in Popular Online Banking for the most current fees. We may automatically deduct these fees from any Account even if they create an overdraft, and we may assess the appropriate overdraft fees.

Depending on your plan with your internet provider or mobile phone carrier, you might incur access and/or data transmission fees for using the Services. Check with your internet provider or mobile phone carrier for more information on applicable fees.

### 2. CHANGES; AMENDMENTS; REVISIONS

We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Services or any aspect, feature, or function of the Services at any time, including content, hours, and equipment needed for access or use (“Change(s)”). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Service Agreement at any time (also called, “Change(s)”). Unless an immediate Change is necessary to ensure the security of the Services or your accounts, we will send you notice to the e-mail address we currently possess within the Service at least 21 days before the effective date of any Changes if required by law. If provided electronically, disclosures will be provided to you in one of several ways: (a) by online banking message, (b) by e-mail at the e-mail address we have on record within the Service, or (c) to the extent permissible by law, by access to a web site that generally we will identify in advance for such purpose.

Any use of the Service after we send you a notice of Change will constitute your agreement to such Change(s). Further, we may, from time to time, revise or update Services and/or related material and these changes may render prior versions obsolete. Consequently, we reserve the right to terminate this Service Agreement as to all such prior versions of the Services, or related material and limit access to the Services more recent revisions and updates.

If it is necessary to make changes to our privacy policies, we will update the same with the changes and new effective date.

### 3. TERMINATION OR DISCONTINUATION

In the event that you wish to discontinue any or all of these Services, you may contact us at 1-800-377-0800. Services will be terminated at the time of the request, but termination may be delayed if a transaction under the Service is in process at the time of the request. Some Service transactions in process may be completed following termination. It is your sole responsibility to ensure your Accounts have available funds to complete any transactions in process and that any transfers or payments continue to be made to payees or billers on time following termination of Services. We are not liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of Service termination or discontinuance for any reason.

We reserve the right to suspend, revoke or terminate your use of the Services in whole or in part at any time. Suspension, revocation, termination or discontinuation will not reduce your liability or obligations under this Service Agreement.

#### 1. MISCELLANEOUS.

1. **Documentation of Bill Payments and Transfers.** Your monthly Account statement will contain information about any bill payment transactions or funds transfers completed during the statement period.
2. **Confidentiality.** We will disclose information to third parties about your Account or the transfers you make:
  1. Where it is necessary for completing transfers, or
  2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
  3. In order to comply with government agency or court orders, or
  4. If you give us your written permission.

For more information on our [privacy policy](#), go to [www.PopularCommunityBank.com](http://www.PopularCommunityBank.com).

1. **Disputes.** In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Service Agreement, the Popular Online Banking Terms and Conditions, the Personal

Banking Disclosure and Agreement (applicable to personal Accounts) and Business Banking Disclosure and Agreement (applicable to business Accounts), and any other terms, disclosures, agreements, notices or communications you have been or will be provided as governing your Accounts with us and these Services, and not to representations made by our employees or agents.

2. **Age.** You represent and warrant that you are at least 18 years of age.
3. **No Waivers.** Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
4. **Invalid Provisions.** If any provision of this Service Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be invalidated or otherwise affected.
5. **Headings.** Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.
6. **Applicable Law.** This Service Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of the state in which our branch that holds your account is located will apply. All Banco Popular North America accounts are deemed to be held in the state of New York.

## 2. SECURITY.

To help protect our customers from security threats, we utilize the following approach, which you hereby agree to. You acknowledge that these guidelines are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.

Identification of customers when logging on to the Service will consist of multi-factor authentication that utilizes user names and passwords, plus either pictures and phrases and/or challenge questions. If you indicate a computer you are logging on to is safe and private, we will identify the IP address used for that log in during future log ins using that computer and IP. Once identified in future log ins, this will be considered one step of the multi-factor authentication process and the pictures and phrases and/or challenge questions may not be asked. It is your sole responsibility to identify safe and private systems where you would like IP authentication to be used. This authentication is not to be used on public computers, but any breach to a system where you have requested IP identification be used, whether private or public, is still solely your responsibility and any transactions performed due to such a breach are also your sole responsibility. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.

To help enhance your security, you *must* follow these general safety guidelines:

- Never leave your computer or other access device (e.g., mobile phone) unattended while logged on to any of the Services.
- Memorize your Credentials. Do not keep them written down.
- Change your Credentials regularly, every 90 days is recommended.
- Choose Credentials that are not easy to guess. For your user name you must use a minimum of 8 characters and a maximum of 32 characters with a combination of at least 2 numbers and 2 letters. For your password you must use a minimum of 6 characters and a maximum of 32 characters with a combination of at least 1 number and 1 letter. Credentials are case sensitive, so if you use capital letters when you create them you must use the capital letters each time you log in. Do not use names of family members, pets, common character sequences (i.e. 123abc), proper names, geographic locations, personal details such as a Social Security number or birthday, etc.



- Never disclose your Credentials to any other person, including family and friends. Your Credentials are for your personal use and should be kept confidential by you. If someone identifies him/herself as our employee and asks for your Credentials, that person is an imposter. We will never request you disclose your online banking credentials to us.
- Do not save passwords on your computer or any other access device (e.g., mobile phone). Do not keep them written down.
- Check your statements and review your banking transactions promptly, thoroughly and regularly. Report errors or problems immediately to us.

Should you receive a suspicious e-mail or telephone request for information that purports to be from Banco Popular North America, Popular Inc. or any of its affiliates, you must immediately notify your banker or call us directly at 1-800-377-0800.

You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:

- Desktop firewall used to prevent unauthorized access to your network
- Updated anti-virus protection used to prevent your computer or other access device from being victimized by the latest viruses and trojans.
- Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your web activities.
- Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
- A product that indicates the web site you are on, or an internet browser that indicates the site name. Check your statements and review your banking transactions promptly, thoroughly and regularly. Report errors or problems immediately to us.