Personal Banking Disclosure and Agreement
PERSONAL BANKING
DISCLOSURE AND AGREEMENT

RELATING TO DEPOSIT ACCOUNTS, ELECTRONIC FUNDS TRANSFER AGREEMENT, & WIRE TRANSFER AGREEMENT
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INTRODUCTION

Welcome to Popular Personal Banking, and thank you for opening your account with us.

This Personal Banking Disclosure and Agreement (hereinafter referred to as the “Agreement”) is our disclosure brochure and constitutes part of the agreement between you and us. When you open a deposit account with us, you agree to the terms and conditions described in this Agreement, as well as to the terms and conditions set forth in the (i) Account Product Disclosure(s); (ii) the Schedule(s) of Fees; (iii) Rate Sheets (for interest bearing accounts only); (iv) Overdraft Line of Credit (if you open this line when you open your account); (v) IRA, Simplified Employee Pension Plans (“SEP”) and trust account disclosures (for IRA, SEP and trust accounts only) and (vi) Signature Cards for the account(s) you elect to open. These additional documents (hereinafter referred to as the “Additional Disclosures”) and the terms and conditions set forth therein constitute an addendum to this Agreement. You may also agree to separate services that relate to your account, such as online banking. This Agreement is intended to operate as a “master agreement” with respect to all such services. Your and our rights and obligations under this Agreement and the Additional Disclosures are governed by and interpreted according to state and federal law. The laws of the state of New York govern this Agreement, unless applicable laws provide otherwise. If any of the clauses of this Agreement or the Additional Disclosures are declared null and void or illegal, then the remaining provisions will maintain their full force and effect.

ARBITRATION PROVISION – This Agreement contains an Arbitration Provision beginning on page 9. Within forty-five (45) days after the date we open your deposit account, or, if you are an existing customer and we are asking you to enter into a new deposit agreement, within forty-five (45) days after we provide you the new agreement, you may elect to reject the Arbitration Provision. Unless you do so to the extent permitted by applicable law, the Arbitration Provision will have a substantial impact on how any legal claims we have against each other are resolved if either you or we elect
arbitration. For example, disputes subject to arbitration are decided by a neutral arbitrator and not a judge or jury. Also, if you or we elect arbitration, neither you nor we will have the right to participate in a class action, either in court or in arbitration.

Please read this Agreement and the Additional Disclosures carefully and keep them for your records. By opening a Popular account and executing a Signature Card, you are agreeing to the terms of this Agreement and to the applicable Additional Disclosures.

Popular Bank (“Popular,” the “Bank,” “we,” “us” or “our”) is the issuer of your account. The products and services available at our branches in each state, and the fees and terms applicable to them may differ from state to state. Some products and services may not be available in every state. Throughout this Agreement, the words “you,” “your,” “yours” and “Account Owner” refer to the account owner or owners. Any reference to “days” in this Agreement signifies calendar days unless otherwise noted as “business days.”

**GENERAL INFORMATION REGARDING ACCOUNTS**

The following information applies to Popular personal accounts:

- In general, we will offer you a Debit Card when you open a checking account and an ATM card when you open a money market account or savings account with us. Please refer to our Account Product Disclosure(s) for accounts with Debit Card and/or ATM card access and to the Electronic Funds Transfer Agreement and Disclosure included herein for the terms of your Debit/ATM Card. You may also use your card for electronic banking services if you request a personal identification number (PIN) and tell us to link one or more of your checking, money market or savings accounts to your card.

- We may endorse checks for you that we receive for deposit.

- We may transfer funds between your accounts, transfer your accounts to other branches, and take other action on the oral or written instructions of any signer. We may require written authorization for some actions.

- We require each Account Owner who opens a new account (and any applicable additional signers) to provide a certified Taxpayer Identification Number (“TIN”) for tax reporting purposes.

- We consider any account that names a beneficiary an informal trust account. This account is the signer’s personal account while the signer is living. When the signer dies, the funds belong to the beneficiary. You may name separate beneficiaries to each of the accounts opened under a Signature Card. You may name multiple beneficiaries for each account.

- We may rely on the information that you give us and that we enter into our records, until you notify us in writing of a change.

- We may obtain credit reports and make any other inquiries about you.

- Transactions that you perform are not effective until we process them at the processing center for the branch where the account is located.

- If we believe that there is a dispute about ownership or control of your account, then we may place a hold on it and not release funds until we receive either a court order or an instruction signed by all persons claiming an interest in the account. We may also choose to file an interpleader action.

- We may deduct amounts that you owe us under this Agreement, such as fees and charges, from your accounts with us or with our affiliates, as allowed by law. This does not apply to any consumer credit covered by the Federal Truth in Lending Act.

- We may take a check or other item for deposit to your account from anyone. We are not required to question the authority of the person making the deposit.

- We may refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier’s check) if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk.
withdrawals without the authorization of the other(s). Upon the death of one Account Owner, all sums in the account on the date of death vest in and belong to the surviving party(ies) as his/her/their separate property and estate, and all funds in the account may be paid to any of the survivors.

3. SINGLE P.O.D. (PAYABLE-ON-DEATH) OR TOTTEN TRUST ACCOUNT – A voluntary and revocable P.O.D./Totten Trust opened by one person (depositor) who names another as payee or beneficiary.

4. JOINT P.O.D. (PAYABLE-ON-DEATH) OR TOTTEN TRUST ACCOUNT – A joint voluntary and revocable P.O.D./Totten trust account with right of survivorship opened by two or more persons (depositors) who name another as payee or beneficiary.

5. CUSTODIAN UNDER THE APPLICABLE UNIFORM TRANSFERS (OR GIFTS) TO MINORS ACT (the “ACT”) – Your rights and responsibilities are governed by the Act. This type of account requires a complete and irrevocable transfer to a minor. The funds in the account belong to the minor but are controlled by and held in the name of the custodian. Withdrawals are paid only upon signature of the custodian or as required or permitted by law. The minor’s TIN is used for the account, as the minor is the beneficial owner of the funds.

6. FIDUCIARY ACCOUNT – An account involving a legal arrangement or capacity in which one person or entity (the fiduciary) acts on behalf of another. Examples include, but are not limited to: personal representative; guardian or conservator for a minor or other legally incompetent person; and trustee under a trust agreement or under a will. Upon our request, the fiduciary must provide us with an affidavit, certification or other documentation, including, without limitation, copies or excerpts of any agreement, instrument or order pertaining to the account or fiduciary relationship.

7. TRUSTEE IRA – Trustee Individual Retirement Account. A personal savings plan account in which the participant directs all transactions within the plan. Such accounts are opened by individuals meeting applicable IRS requirements whether or not they are
covered by a retirement plan. We act as trustee of certain retirement plans. Transactions are governed by section 48 of the Internal Revenue Code.

If you establish a joint account without obtaining the signatures of the other Account Owners, then you agree to hold us harmless for reliance on your designation of the other joint Account Owner(s) listed in our records.

In making payments from funds deposited in an account, we may rely conclusively and entirely upon the Signature Card and this Agreement at the time the payments are made. Unless we have actual or written knowledge of the existence of a dispute between, or death or incompetency of, depositors, beneficiaries, payees or other persons claiming an interest in funds deposited in an account, all payments made by us from an account at the request of any depositor to the account, and/or the agent of any depositor to the account, in accordance with the terms of the Signature Card and this Agreement shall constitute a complete release and discharge of the Bank from all claims for the amounts so paid whether or not the payments are consistent with the actual ownership of the funds deposited in an account by a depositor and/or the beneficiaries and payees of the account, and/or their heirs, successors, personal representatives and assigns.

Account Owner Disputes
If multiple owners make conflicting demands, then the Bank may, but is not required to, freeze the funds in the account until the conflict has been resolved.

Accounts Presumed to Be Abandoned/Dormant Accounts
If you have not made a withdrawal from, or deposit to your account for an extended period of time and we have been unable to contact you, your account may be classified by us as “dormant.”

Additionally, in instances where you have not communicated with us, and/or you have not increased or decreased the balance in your account for an extended period of time, as provided by applicable law or regulation, your account may be deemed “abandoned.” State and federal law and Bank policy govern when deposit accounts (including, without limitation, accounts within a retirement plan), are considered “inactive,” “dormant” or “abandoned.” The applicable state law to determine abandonment will be the law of the state of the Account Owner’s last known address. If this information is not known to us or if you have a foreign address, then we will follow the laws of our state of incorporation, New York. For certain purposes, automated transactions (for example, automated transfers between your accounts) may not be considered activity for this purpose, even if your balance changes. If we consider your account inactive, then we may hold all statements, but fees and charges will continue to apply, except where otherwise legally prohibited.

Subject to applicable law, we may charge a dormant account fee, and the account will be presumed to be dormant, inactive and/or abandoned.

Bank charges or interest payments are not considered activity affecting the balance in your account. In accordance with state law, funds in dormant, inactive and/or abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds.

The Bank may, at its option, attempt to contact you prior to remittance of funds to the applicable state and will attempt to do so if required by applicable law. We may assess a fee for sending you notice and publishing your name in a newspaper of your state, unless prohibited by law. Once remitted, you must apply to the appropriate state agency to reclaim your funds. After the funds on deposit have been remitted to the state, the account is closed and the interest does not continue to accrue on any interest-bearing account. The fact that you have an active account with us does not keep your other accounts active.

We reserve the right not to send statements on accounts that we consider dormant, inactive and/or abandoned, subject to applicable law.

Account Processing Order
You may use a number of different access devices to withdraw funds from your account, including checks, debit cards (used for point-of-sale (POS) and ATM), ACH (Automated Clearing House), wire transfer
requests, internal debits, Bill Pay and automatic payments. We refer to these as “debits.” Under applicable law, we may accept, pay, certify, or charge to the indicated account these debits that we process on any given day in any order we choose. We may establish different processing priorities or categories for checks and other kinds of debit devices. We may change the order at any time without notice to you, unless otherwise required by law.

We process credits, debits and withdrawals in the following group order:

First: All deposits and credits to your account will post.
Second: The following items will post in the order in which each is authorized/received: wire transfer debits, Bill Pay transactions, withdrawals (excluding ATM transactions), transfers between accounts, government debits, adjustments, returned deposits, and checks cashed in our branches.
Third: Everyday debit card purchases and ATM transactions will post in the order in which each is authorized/received.
Fourth: Pre-authorized ACH debits whether one-time or recurring will post in the order received by us. When multiple ACH debits are received, they are posted lowest to highest dollar amount.
Fifth: Checks are posted in numerical order from lowest to highest check number. Checks presented without a number will post after the numbered checks, and will post from lowest to highest dollar amount.
Sixth: Most fees post on the same day they are incurred, however, certain fees including Non-Sufficient Fund (“NSF”) and Overdraft fees are posted on the business day after an NSF item for return or an overdraft occurs on an account.

We may choose our processing method in our sole discretion, regardless of whether additional fees may result. For more information on overdrafts and overdraft fees, see the Section of this Agreement entitled Non-Sufficient Funds/Overdrafts and our Schedule of Fees.

Arbitration Provision
To the extent permitted under applicable law—and if you do not reject this Arbitration Provision—you and we agree that either party may elect to arbitrate—and thus require the other party to arbitrate—any “Claim” under the following terms and conditions.

RIGHT TO REJECT – You may reject this Arbitration Provision by mailing a signed rejection notice to:

Arbitration Administrator
Customer Care Center
P.O. Box 4906
Miami Lakes, FL 33014

within forty-five (45) days after the date we open your account, or, if you are an existing customer and we are asking you to enter into a new deposit agreement, within forty-five (45) days after we provide you the new agreement. Any rejection notice must include your name, address, telephone number and account number.

IMPORTANT WAIVERS: YOU AND WE BOTH HAVE SELECTED ARBITRATION AS AN ALTERNATIVE FORUM, WHICH MEANS THAT YOU HAVE NO RIGHT TO: (1) HAVE A COURT OR A JURY DECIDE THE CLAIM; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE, OR ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION (THE “CLASS ACTION WAIVER”); (3) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON; OR (4) OBTAIN INFORMATION EXCEPT AS PROVIDED HEREIN. OTHER RIGHTS ARE MORE LIMITED IN ARBITRATION THAN IN COURT OR ARE NOT AVAILABLE IN ARBITRATION.

DEFINITIONS – In this Arbitration Provision, the following definitions will apply:

“We,” “us” and “our” means not only the Bank but also its parents, subsidiaries and affiliates; any predecessors, successors and assigns of these entities; and all officers, directors and employees thereof. “We,” “us” and “our” also include any party named as a co-defendant with us in a Claim asserted by you, such as credit bureaus, and check verification services.

“Administrator” means, as applicable, the American Arbitration Association (the “AAA”), 335 Madison Avenue, New York, NY 10017, www.adr.org, 1.800.778.7879, or JAMS, 1920 Main Street, Irvine, CA 92614, www.jamsadr.com, 1.800.352.5267, or if the AAA and JAMS cannot or will not serve, an arbitration
STARTING ARBITRATION – To initiate arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions filed in the lawsuit. If such a notice is given, then the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect. The arbitrator will be selected under the Administrator’s rules, except that the arbitrator must be a lawyer with at least ten (10) years of experience or a retired judge, unless you and we agree otherwise.

LOCATION AND COSTS – Any arbitration hearing that you attend will take place in a location that is reasonably convenient to you. We will consider (and generally honor) any good faith request to bear the fees charged by the Administrator and the arbitrator(s). The losing party must pay the expense of the prevailing party’s attorneys, experts and witnesses and, if we lose, we will also pay all fees charged by the Administrator and the arbitrator(s) as well as all reasonable fees of your attorneys. In all cases, we will pay all fees and costs (including attorneys’ fees) that we are required to bear under applicable law and/or in order for us to enforce this Arbitration Provision.

DISCOVERY; GETTING INFORMATION – Either party may obtain from the other party prior to the arbitration hearing any information available under the Administrator’s rules or any information that the arbitrator determines should be made available.

EFFECT OF ARBITRATION AWARD – Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “FAA”); and (2) Claims involving more than $50,000. For Claims involving more than $50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed. The panel’s decision will be final and binding, except for any appeal right under the FAA. Except as provided above, the appealing party will pay the Administrator’s and arbitrator’s costs associated with the appeal.
ATM/Night Depository Safety Precautions

The convenience of our ATMs/night depositories allow you to take care of your banking needs at any time. The security and privacy of your banking business at our ATMs/night depositories depends on your caution and care. We suggest you take the following safety precautions when using any ATM or night depository:

• Always protect your card by keeping it in a safe place. If your card is lost or stolen, notify us immediately.

• Always protect your personal identification number (“PIN”). Never give your PIN to anyone, or write your PIN anywhere, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses or birth dates.

• Never give information about your card or PIN over the telephone. If someone asks you for this information, refuse to provide it and immediately notify us.

• Prepare your transaction before going to an ATM or night depository to minimize your time at the facility.

• Always save your ATM receipts and do not leave them or your card at the ATM or night depository facility because they contain important information.

• Shield the keypad with your hand or body while entering your PIN.

• Do not accept assistance from anyone whom you do not know when using an ATM or night depository facility.

• Park in well-lighted areas in close proximity to the ATM or night depository.

• If you use a drive-up facility, be sure that passenger windows are rolled up and doors locked.

• Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.

• Put cash away promptly and count it later, in the safety of your car or home.

• We want the ATM and night depository facility to be safe and convenient for you. Therefore, please let us know if a light is not working or there is any damage.
bound by these changes, with or without notice, as the case may be and as allowed by applicable law. For additional information please see Notices Section on page 21.

Circumstances Beyond Our Control
We will not be liable to you if circumstances beyond our reasonable control prevent us from, or delay us in:

• Acting on a payment order.
• Crediting a funds transfer to your account.
• Processing a transaction.
• Crediting your account.
• Performing our obligations for a service.

Circumstances beyond our reasonable control include, but are not limited to: any natural disaster, such as an earthquake or a flood; emergency conditions, such as a war, event of terrorism, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier and any mail or courier service; or your act, omission, negligence or fault.

Closing an Account
Please refer to the Section below entitled Restrictions on Accounts and Services/Right of First Refusal and Termination of Account.

Credit Verification
By requesting to open an account with us, or by agreeing to be a signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually and for such entity or principal) agree that we may obtain credit information from consumer reporting agencies, and/or by any other means. You agree that we may obtain such information (i) at the time you open the account; (ii) at any time you request any service, while your account is open, or a service you are subscribed to is available, or (iii) after your account or service has been closed if you owe us any amounts related to your account or service. We may use such information at our discre-
tion. If you do not handle your account or service in a satisfactory manner and/or it is necessary for us to charge off your account as a loss, then we may report such negative information to consumer reporting agencies. By applying for an account with the Bank, you expressly consent to permit the Bank to obtain credit information at the time of account opening and periodically thereafter. Credit information may be obtained from other financial institutions or any other external source as permitted by law, including commercially available databases and credit reporting agencies, to verify your credit information and identity, and to periodically update your information such as residential address, occupation and place of work.

Collection Expenses
You agree to pay our reasonable expenses, including attorneys’ fees, incurred in collecting any amounts owed by you under, or in enforcing, the provisions of this Agreement.

CTR Reporting
Federal law requires all financial institutions to submit a Currency Transaction Report (“CTR”) to the Financial Crimes Enforcement Network (“FinCEN”) for any cash transaction of more than $10,000 or for multiple cash transactions that you perform that total more than $10,000 on any one day. This information aids federal authorities in controlling the flow of cash generated from illegal activities. By maintaining an account with us, you agree to provide all information that we reasonably request to comply with applicable laws, rules and regulations. If you refuse to give us this information, we may close your account.

We usually prepare the CTR when the transaction occurs. We are required to obtain certain information about the individual who conducts the transaction and the individual or organization for which the transaction is being conducted. We include the individual’s or organization’s full name; permanent street address; TIN; driver’s license number (or other government issued ID number); and business, occupation or profession.

Federal law makes it a crime for a person to cause a financial institution to file an incorrect CTR or for a person to arrange or structure a transaction specifically to avoid this reporting requirement—for example, by breaking a single cash deposit of more than $10,000 into several smaller cash deposits.

Death or Adjudication of Incompetency
You agree to notify us immediately of the death or court-declared incompetency of any owner or authorized signer on your account. We may freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to the Account Owner if an owner dies or if an owner is adjudicated incompetent. If you give us instructions regarding your account which are to be effective upon the maturity of your account, and you or another owner of the account dies or is adjudicated incompetent prior to its maturity, then the instructions shall be effective, unless we receive written notice of death or incompetency prior to honoring such instructions.

FDIC Insurance
The Federal Deposit Insurance Corporation (“FDIC”), an agency of the United States government, insures funds in your deposit accounts at the Bank. Popular Bank is a Member of the FDIC. Deposits at FDIC-insured institutions are now insured up to at least $250,000 per depositor. FDIC insurance applies only to accounts held in the United States and its territories and possessions. For details, please refer to the brochure published by the FDIC or visit the FDIC web site at www.fdic.gov.

Foreign Exchange Rate
Transactions must be made in U.S. dollars. If you use an automated teller machine (“ATM”) or conduct a point-of-sale (“POS”) transaction, or electronic funds transfer in a foreign country, or write a check in a foreign currency, or send a funds transfer or other transaction in foreign currency, we will convert the foreign currency transaction in accordance with procedures in effect at the time the transaction is processed. A conversion rate will be selected from the range available in wholesale currency markets for the applicable central processing date or the government-mandated rate in effect for the applicable central
processing date. A surcharge will be assessed for all transactions originated in a foreign country.

Funds Availability
The Funds Availability Schedules of the Bank are provided in separate disclosures. These schedules may be changed from time to time. We will provide you with notifications of these changes as required by law.

How to Contact Us with Comments or Concerns
We encourage you to contact us if you have any comments or concerns about your account. Please write to us at:

Customer Care Center
P.O. Box 4906
Miami Lakes, FL 33014

Or call us at:
1.800.377.0800

If you cannot resolve an issue, you may contact:

Consumer Financial Protection Bureau
1700 G Street NW
Washington, DC 20006
Phone: 202.435.7000

or

New York State Department of Financial Services
One State Street
New York, NY 10004-1511
Phone: 212.709.3530

For information about Federal Reserve Board regulations, you may contact:

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Phone: 646.720.5000

Joint and Several Liability
Each Account Owner and/or signer on a multiple party account will be jointly and severally liable hereunder, including without limit, for any item(s) presented for payment against the account or obligation secured by the account whether or not the Account Owner wrote the item(s) or agreed to said obligation, and/or benefited from the proceeds of said item(s) or obligation and regardless of any pro-rated ownership interest of an Account Owner in the proceeds of the account.

Legal Process
We may accept and comply with any writ of attachment, execution, garnishment, tax withhold order or other levy, subpoena, warrant, injunction, restraining order, government agency request for information or other legal process relating to your account which we believe (correctly or incorrectly) to be valid and binding regardless of the location of the Bank or method of service on the Bank even if the law requires personal service at the branch of record or other specified location for your account or where the records are stored (but we reserve the right to require service at such location as may be required by law). We may, but are not required to, give you notice of any such legal process except as required by law and will not do so if prohibited by law. A legal processing fee, hourly research fee, and copy charges may be assessed unless prohibited by law. This fee is in addition to any fee collected from the party serving the legal process.

We may also be required to provide access to property located in any Bank storage or other facility, including facilities owned and operated by third parties maintaining such records on behalf of us, even if such facility is not designated as the place to be searched in the search warrant or legal process. If we are required to pay any attachment, garnishment, writ, levy or other legal process related to your account, then we may debit your account even if such creates an overdraft. If we incur any expenses, including without limitation research, photocopy, handling and administrative costs and reasonable attorney’s fees, in responding to an attachment, garnishment, levy or other legal process that is not otherwise reimbursed, then we may charge, in addition to other amounts set forth herein, such expenses to your account without prior notice to you.
Non-Sufficient Funds/Overdrafts
An overdraft occurs when at the end of the business
day we determine that your account does not have
enough available funds to cover an item. The payment
of transactions into overdraft is at our sole discretion
and we reserve the right not to pay any item: for
instance, if your account is no longer in good standing
or if excessive overdrafts have occurred in your
account. If we pay the item, you will incur an Overdraft
Non-sufficient Fund (NSF) Fee. If we decline and/or
return the item unpaid, you will incur a Return Item
NSF Fee. In either case, we require that you promptly
deposit sufficient funds to bring your account balance
positive and pay any incurred NSF Fee(s). We offer
overdraft protection to help you manage your account
to avoid incurring overdraft fees.

OVERDRAFT PROTECTION – If you have elected
Overdraft Protection you must specify to us the
account(s) you want protected by this service, and the
account where the funds will come from. This account
will be considered the funding account and can be any
one of the following: a secondary checking, savings,
money market account or from a qualified line of credit.

After you have enrolled in Overdraft Protection and
subject to approval, we will transfer funds to the
requisite account to cover the item(s) presented. Fees
will apply for any transfers, please reference the
Schedule of Fees for details.

You agree to have sufficient funds to make funds
transfers from a secondary checking, savings or money
market account. Transfers made from savings and
money market accounts will count towards the monthly
limit of six (6) transfers permitted under Federal Law.

OVERDRAFT COVERAGE FOR ATM AND EVERYDAY
DEBIT CARD TRANSACTIONS – We will not authorize
and pay overdrafts for ATM transactions and everyday
debit card transactions unless you ask us to.
In order to
affirmatively consent, or opt in, to overdraft coverage
for these transactions, you must complete a What You
Need to Know about Overdrafts and Overdraft Fees
Form by visiting your local branch, by calling us at
1.888.610.5925 or by mailing your request to Popular
OPT-IN Debit Card Coverage, P.O. Box 4906, Miami
Lakes, Florida 33014. The form can be found on our
website at www.popularbank.com/oac/online-over-
draft-coverage-form. If you opt in, we will charge
overdraft Non-Sufficient Fund (“NSF”) fees in the
amounts disclosed on the What You Need to Know
about Overdrafts and Overdraft Fees Form and in our
Schedule of Fees. Fees will reduce the amount of
overdraft coverage available to you. If you have not
agreed to this service, then these transactions will be
declined for insufficient available funds and we will not
charge an overdraft fee. If you have questions, please
visit your local branch or call 1.888.610.5925. You may
revoke your consent to opt-in on ATM and everyday
debit card transactions at any time by visiting your
local branch, by calling 1.888.610.5925 or by mailing
your request to Popular OPT-IN Debit Card Coverage,
P.O. Box 4906, Miami Lakes, Florida 33014.

STANDARD OVERDRAFTS – If you do not have
Overdraft Protection, our standard overdraft practice,
which applies for checks and other transactions made
using your checking account number, automatic bill
payments and/or recurring debit card transactions, is
to either return the item unpaid or pay it and overdraw
your account. Whether we return or pay the item is
discretionary and depends on a number of factors,
including the amount of the item, the type of transaction
and the past activity in your account. In either case, we
may charge you a NSF fee. Additional information and
other fees that may apply to your account are described
in the What You Need to Know about Overdrafts and
Overdraft Fees Form and our Schedule of Fees.

Notices
We will endeavor to inform you of changes to your
rights and obligations by providing a notice to you. In
some cases, we may post a notice of a change in our
Otherwise we will either mail the notice to you at
the address that we currently have in our records or, if
you have agreed to this method, we will provide it to
you electronically. We may include a notice with or on
your statement. If you don’t receive a notice, the
change will still be effective.

If we receive notices at the branch for you, we will mail
them to you or destroy them. If any notices we mail to
you are returned to us, then we may destroy them. If a notice of a change to this Agreement is received at a branch or returned to us (including a notice sent on or with a statement), then the change contained in the notice is still effective.

For accounts with more than one owner, we may send notices to any one Account Owner. A notice sent to any one owner is effective for all.

**Privacy Statement**
Please refer to the *Popular Privacy Policy Statement* which is provided in a separate disclosure.

**Restrictions on Accounts and Services/Right of Refusal and Termination of Account**
We reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account, or to comply with any instruction or request that you make. We may terminate your account or other relationship with us at any time and without notice. The Bank reserves the right to terminate, freeze or restrict an account at any time. We may require written notice of an intended withdrawal from any savings, money market, or interest-bearing checking account not less than seven (7) days before the withdrawal is made, consistent with applicable law.

We may terminate the account by mailing you a notice (prior to or immediately after closing the account if and as required by law) and/or a check for the account balance at your address as shown on the Bank’s records. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason). Any items presented to us subsequent to such termination may be returned unpaid. You agree that the Bank shall have no liability for items dishonored after the effective date of termination. If closure of your account is due to a negative balance condition, the Bank may report this condition to applicable consumer reporting agencies.

If you should choose to close your account, notify the branch at the time you are processing the closing transaction. If no notification is given at the intended time of closing and a subsequent transaction is processed, the account could become reactivated. If the account remains at a zero balance for more than thirty (30) consecutive days, we may close the account.

**Right of Setoff**
If you are indebted or become indebted to us, the Bank, we have the right to pay or satisfy any of your debts by applying funds from any account(s) held by us, if allowed by law. If the bank exercises this right, then we will mail you written notification together with the reasons for the setoff on or prior to the day we process the setoff. If your deposit account(s) is a joint account, then funds will be debited for payment, regardless of how much was deposited by each owner. This may also be accomplished through the sale of any repossessed vehicle(s) or property foreclosed on. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any loss, damages, liabilities or claim arising as a result of the exercise of our right of setoff.

**Statements and Notices**
Our statements and notices are in English. Further services are available for the visually impaired such as large print and color contrast enhanced format. For the hearing impaired, our Customer Care Center accepts relay calls via TeleTypewriter. If you need further assistance, please call our Customer Care Center at 1.800.377.0800. Your Account Product Disclosure will outline how frequently we will send account statements.

**Stopping Payment on Official Checks**
If an Official Check issued by us is lost, stolen or destroyed, then we may, at our sole discretion, stop payment on the check if you and/or the payee sign a stop payment order and provide us with an acceptable corporate indemnity bond from an acceptable bonding company for double the amount of the official check under terms that are acceptable to us. A fee may be charged for each stop payment order received.

**Stopping Payment on Cashier’s Checks and Money Orders**
You do not automatically have the right to stop payment on cashier’s checks or money orders that you purchase from us. In the event that a cashier’s check or money order is lost, stolen or destroyed, please contact us for
the procedures to follow to obtain reimbursement or have the cashier’s check or money order reissued. In general, you will have to complete a Declaration of Loss form, describing the cashier’s check and how it came to be lost, stolen or destroyed, and sign the Declaration of Loss under penalty of perjury. We must then wait ninety (90) days from the date that the check was issued before we can pay your claim. If ninety (90) days has already passed, then we will act on your claim within a reasonable time. If the check is presented during the 90-day waiting period, then we may pay the item to a person entitled to enforce the check. If this happens, then we will not pay your claim.

**Telephone Monitoring**

We reserve the right to monitor telephone conversations for employee monitoring and quality control purposes. You acknowledge that you are aware of this policy and you agree that such monitoring may occur without further notice to you.

**Unlawful Internet Gambling**

We will not open or maintain accounts that engage in unlawful Internet gambling. The Federal Reserve Regulation GG, which was issued under the Unlawful Internet Gambling Enforcement Act, prohibits business customers from receiving deposits of any kind relating to illegal Internet gambling. Restricted transactions, as defined by this regulation, are prohibited from being processed through the account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. Your account(s) may not be utilized to process unlawful Internet gambling transactions specifically restricted by local, state or federal law. We reserve the right to decline all Internet gambling transactions, and to terminate any relationships where these transactions are identified.

By opening an account, you certify that the accounts in any variation of your business name, or any “doing business as” name attached to this business, are not used in connection with unlawful internet gambling within the meaning of the Federal Reserve Regulation GG. Further, you agree to notify the Bank in writing immediately if any of your accounts are used in connection with such activities in the future.

If you do engage in Internet gambling, then you will be required to provide documentation that the activity is legal as per local, state or federal law.

**Unregistered Money Service Businesses (MSBs)**

Pursuant to government regulations, any entity that cashes checks and provides currency back to any one customer in excess of $1,000 on any one day is required to be registered with FinCEN (Financial Crimes Enforcement Network, U.S. Department of the Treasury) as a Money Service Business (“MSB”). See below for additional MSB registration requirements. Proof of MSB registration may be required at account opening or at any time. We will provide a reasonable time (currently sixty (60) days) for the entity to provide proof of MSB registration and other MSB program requirements as required by FinCEN. If such proof is not provided, we reserve the right to immediately close the account.

MSB Registration Requirements also apply to any person doing business, regardless of whether or not on a regular basis or as an organized business concern, in one or more of the following capacities, unless it is in the capacity as an agent of another MSB:

- Check cashing (more than $1,000 for one person in one day)
- Currency dealing or exchange (more than $1,000 for one person in one day)
- Issuing, selling, or redeeming travelers’ checks, money orders or stored value cards (more than $1,000 for one person in one day)
- Money transmitting (any amount).

**Use of Wireless Devices**

To safeguard against potential misuse of your account, you should only access your account through Online Banking or Mobile Banking from a secure non-public wireless network, and you should protect your device by using a password and auto-lock function. It is
important that you take the proper precautions and use good judgment to protect your information from being intercepted. If you suspect that someone has made an unauthorized electronic withdrawal from your account, you agree to report it immediately by calling our Customer Care Center at 1.800.377.0800 or by visiting a branch. For unauthorized electronic funds or transfers, or any other electronic funds transfer claims, please refer to the Electronic Funds Transfer Agreement and Disclosure.

Using an Account for Business Purposes
If you use a personal account for business purposes, then we may elect to either close the account or to convert the account into a business account. If we decide to convert your account, then we will notify you at least thirty (30) days in advance, and you must provide all required documentation.

Verification of Your Identity
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 who opens an account.

What this means for you: When you open an account, we will ask for your legal name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your government issued identification (e.g., driver's license) or other identifying documents.

DISCLOSURES PERTAINING TO THE CHECK CLEARING FOR THE 21ST CENTURY ACT (CHECK 21)
In compliance with Check 21 and the relevant provisions of Federal Reserve Regulation CC, which regulates check processing, we provide the following disclosures about the terms and conditions applicable to substitute checks and the rights and responsibilities that you as depositor have in relation to them:

Substitute Checks and Your Rights
1. **What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights that you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

2. **What are your rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses that you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, then you may be able to recover additional amounts under other law.

If you use this procedure, then you may receive up to $2,500 of your refund, plus interest if your account earns interest, within ten (10) business days after we have received your claim and the
remainder of your refund, plus interest if your account earns interest, not later than forty-five (45) calendar days after we have received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

We may delay the availability of the funds credited to your account on the 10th business day until the earlier of the next business day after we determined that the claim is valid or the 45th calendar day from the date we received your claim under the following circumstances:

• If you open a new account and you are a new customer.
• If you have repeatedly overdrawn the account during the preceding 6 months; or
• If we have reasonable cause to believe that the claim is fraudulent.

We will send you a written explanation of our action on a recredit claim no later than the next business day following the day we conclude our investigation. You may ask us for copies of the documents used in the investigation.

3. How do you make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. You may call our Customer Care Center at 1.800.377.0800. Customer Care Representatives are available Monday through Friday from 7:30am to 12:00am ET, and Saturday and Sunday from 9:00am to 6:00pm ET. You may also write to the following address:

Customer Care Center
P.O. Box 4906
Miami Lakes, FL 33014

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

• A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
• An estimate of the amount of your loss;
• An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
• A copy of the substitute check and/or the following information to help us identify the substitute check: information such as the check number, the name of the person to whom you wrote the check, and the amount of the check.

RULES AND REGULATIONS
APPLICABLE TO DEPOSIT ACCOUNTS

CHECKING ACCOUNTS

Protecting Your Accounts
We may deny a claim of monetary loss due to forged, altered or unauthorized checks, drafts or items or for a lost or stolen PIN if you do not take the actions described in this Agreement.

Examining Statements and Reporting Problems
We will provide periodic account statements to you except for passbook savings and CD accounts. The statement account balance is not final until we have compared the amount to our records. We reserve the right not to provide statements on accounts which we consider to be dormant. You agree to promptly and carefully review your statement and any accompanying items (notices, images of canceled checks, and information identifying canceled checks) upon receipt. You must report an unauthorized or missing signature, alteration, counterfeit check, or fraud within a reason-
able time (within thirty (30) days) after we send or make your images of canceled checks available to you, by calling our Customer Care Center at 1.800.377.0800 or by visiting a branch. Additionally, if you fail to report an unauthorized transaction on your account statement within the time frame specified, we are not responsible for subsequent unauthorized transactions on your account by the same person.

**ELECTRONIC WITHDRAWALS** – If you suspect that someone has made an unauthorized electronic withdrawal from your account, you agree to report it immediately by calling our Customer Care Center at 1.800.377.0800 or by visiting a branch. For unauthorized electronic funds or transfers, or any other electronic funds transfer claims, please refer to the *Electronic Funds Transfer Agreement and Disclosure.*

**OTHER PROBLEMS** – You agree that thirty (30) days after we send you a statement (or otherwise make it available to you) is a reasonable amount of time for you to review your statement and report any problems related to your deposit account, such as an erroneous entry, improper charges, or missing or unauthorized endorsement(s).

**WRITTEN NOTIFICATION** – We shall not be liable for errors, irregularities, unauthorized signatures, or alterations unless you notify us in writing of the claims mentioned above within the time frames established herein, and you agree not to commence any legal action or proceeding against us regarding such claim unless you do so within one year of the date we send or otherwise make available the statement, notice, or advice in question. You agree that you cannot make a claim against us relating to any unreported problems or unauthorized transactions.

**Examining Checks**
We receive checks in great volume. This fact as well as compliance with expedited funds availability laws require us to use automated check processing procedures. Like most other banks, we select some checks for review on the basis of certain criteria that change from time to time. This means that most checks are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified pursuant to certain minimum criteria that we may establish for inspection purposes. Since we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your statement, and immediately report any suspicious or unauthorized activity to us as set forth herein. You agree that automatic processing of your checks is reasonable and that you have responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts.

Since some types of check fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks that are presented for payment against your account. If we are unable to contact you, or take other steps, to determine with reasonable certainty that these payments are authorized by you, we may return the checks unpaid without any liability by us to you.

**Legal Proceedings**
If your account becomes involved in legal proceedings or the ownership of, or right to make withdrawals from your account is in question for any reason, then we may restrict your use of it by placing a hold on the account or by otherwise freezing your account.

Also, when you report missing, stolen, or unauthorized checks, drafts and items, we may recommend that you close your current account and that you open a new one. If you then decline to do so, then we are not liable to you for subsequent losses on the account due to forgery or other fraud. When you open a new account, you must notify any third parties that need to know your new account number.

Should you report that a forgery, alteration or other unauthorized transaction has occurred on your account, you agree to cooperate with us in the investigation of your claim to recover the funds, as well as to assist us in seeking criminal and civil penalties against the person responsible. This includes giving us an affidavit containing whatever reasonable information that we...
require concerning your account, the transaction and the circumstances surrounding the loss. You also agree to file a criminal report against all suspected wrongdoers with the appropriate law enforcement authorities and you agree to cooperate with us in any prosecution of the wrongdoer. You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account.

Our maximum liability is the lesser of your actual damages proved or the amount of the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by the use of ordinary care. We are not liable to you for special or consequential damages, including loss of profits and opportunity or for attorneys’ fees incurred by you. We are not liable for any items that are forged or altered in such a way that we cannot reasonably detect the forgery or alteration.

For claims regarding an electronic funds transfer, please refer to the Electronic Funds Transfer Agreement and Disclosure.

**Check Imaging**
We will provide you with an image of your canceled checks instead of returning the checks to you in your account statement. Check imaging is a process of capturing, indexing, storing and retrieving electronic images of checks. Imaging systems replace the handling, distribution and storage of checks with electronic images. The images are retained by the Bank for a period of seven (7) years from the date of posting.

By opening or using your account, you agree to this procedure and authorize us to destroy the original items and checks. You agree to allow any imaged document, or copy thereof, to serve as an original item for any and all purposes, including charging your account or determining the validity of any signatures or otherwise.

**Unsigned Drafts**
If you use or authorize another party to issue a demand draft against your account, or if you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you don’t deliver the check physically signed by you to the party, then any demand draft or other debit to your account initiated by the party to whom you gave the information is deemed authorized even if it differs in amount, frequency or timing from your intentions or agreement with that party. You agree that you will not hold us responsible for any loss, damage or other problems resulting from your having used or authorized another party to create a demand draft.

**Deposit Reclassification**
Under federal law, we are required to classify our deposits a certain way for regulatory reporting purposes. The following disclosure explains a change that we may make to your account that will not affect your available balance, interest earnings, FDIC insurance, or bank statement. We are simply changing the way that we report deposit accounts to the government.

This account will consist of a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a plan on which interest or dividends are paid, then your interest or dividend calculation will remain the same. Otherwise, the savings sub-account will be non interest-bearing. The savings sub-account will be governed by the rules governing our other savings accounts.

**CHECK PROCESSING**

**Check Processing Order**
We process checks along with other account access devices. For more information on our processing order, see the Section of this Agreement entitled Account Processing Order.

**Returned Items**
If a check or other item you deposit or we cash is returned to us for any reason and at any time, we may debit your account for the amount of the item. We may debit your account for any interest you may have provisionally earned on the item. We may also charge
you a fee for each returned item. We may debit your account for a returned item after the earlier of either the day it is returned to us by electronic or other means, or the day we receive notice that the item is being returned to us. Furthermore, if an item deposited in your account has been paid by the financial institution on which it is drawn and that institution later returns the item to us claiming that it was altered, forged or unauthorized or should not have been paid for any other reason, we may debit your account for the amount of the item. We will resubmit any returned items for payment. And if the item is returned to us a second time, an additional returned item fee will be charged.

If you have insufficient funds to cover a returned item, we may overdraw your account. In the event that we honor an item that is not a check or an item which creates an overdraft in the account, you agree to deposit sufficient funds to cover the overdraft and/or any other applicable charges. You also agree to reimburse us for any costs incurred in the collection of the overdraft including, without limitation, attorneys’ fees and litigation expenses authorized by law. We may pay other items drawn against the account, even though the payment of a particular item may cause an overdraft to honor other items that may otherwise have been honored. If there are insufficient funds in the account and the account is not subject to overdraft coverage, it is subject to a return item charge, according to the existing charges established by us. The items drawn against unavailable funds may also be subject to charges in the account. For more information on overdrafts, see the Section of this Agreement entitled Non-Sufficient Funds/Overdrafts.

In some cases the financial institution on which the returned check or other item is drawn may send us an electronic notice of return instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return just as if the original item had been returned. We may process a copy or other evidence of the returned item in lieu of the original.

Joint Accounts
If your account is a joint account, then any one of the account holders may, without notice to the other account holders, initiate withdrawals or close the account, and, in the case of checking accounts, write checks against the account or request stop payments.

Each joint account holder is jointly and severally liable to us for any and all overdrafts on the account. We are not obligated to honor any transaction that would result in an overdraft to the account. Our honoring of any transaction that results in an overdraft to the account does not obligate us to honor such transactions in the future, or provide notice of your discontinuance of honoring such transactions.

Payment of Checks and Other Items
We may refuse to pay any check or other item if the same: (i) is incorrectly and/or incompletely issued or endorsed; (ii) is issued in a form not authorized by us; (iii) is unauthorized for the account; (iv) exceeds the frequency and/or the amount of withdrawals allowed for that type of account; (v) is drawn for a smaller amount than the minimum permitted for that type of account, or for any other reason permitted by law. We are under no obligation to pay for an item drawn against your account if you do not have sufficient funds to cover the total amount of the item or if the item is not in compliance with the provisions of this disclosure. If there are sufficient available funds to cover some, but not all, of the items against the account, we, the Bank, at our sole option, may decide which items to honor. For more information on overdrafts, see the Section of this Agreement entitled Non-Sufficient Funds/Overdrafts. We may dishonor an item drawn against your account if you do not have sufficient funds to cover the total amount of the item or if the item is not in compliance with the provisions of this disclosure.

In some cases the financial institution on which the returned check or other item is drawn may send us an electronic notice of return instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return just as if the original item had been returned. We may process a copy or other evidence of the returned item in lieu of the original.
Automated Clearing House ("ACH") Transactions
Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, then you are hereby notified and you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you (i.e., the Originator of the entry) will not be deemed to have paid you the amount of such entry.

Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in periodic statements that we provide to you.

When receiving a payment order, payment may be made by us, or by other banks to which the payment order is forwarded, based solely on the account number, even if the account number identifies a beneficiary different from the beneficiary named by the Originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order, even if the identification number identifies a bank different from the bank named by the Originator of the payment order.

See the Electronic Funds Transfer Agreement and Disclosure for additional information.

Stop Payment of Checks
You must place any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it. To be effective, your stop payment order must precisely identify the number, date, and amount of the item and payee. Once placed, the stop payment order will be effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and it was not confirmed in a record within that period. In requesting the stop payment order, you agree to indemnify, defend and hold the Bank harmless for all expenses and costs incurred by you on account of refusing payment, and further agree not to hold the Bank liable on account of payment contrary to this request if it occurs through inadvertence, accident or oversight, or if by reason of such payment, other items drawn by you are returned non-sufficient. The law provides additional limitations on our obligation to stop payment. We will honor a stop payment order placed by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such person has an equal or greater right to withdraw from this account than the person who signed the item in question. A fee may be charged for each stop payment order or renewal thereof (refer to our Schedule of Fees). We may pay an item after any stop payment order placed on it expires.

Different rules apply to stop payment orders associated with pre-authorized transfers as stated in the Electronic Funds Transfer Agreement and Disclosure.

Facsimile Signature
If you use a facsimile signature, then you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. You are responsible even if the size, color or style of the check or the size, color of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it. You agree to reimburse us (and we may charge your account) for all claims, costs, losses or damages, including attorneys’ fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized.

Deposits by Mail
When you send us a deposit by mail, or you place a deposit in our lobby or other depository, it will be treated as received by the bank on the actual day of delivery. Delivery is considered as the day the bank removes the mail from the depository or the day it is delivered to the bank from other sources, for example, U.S. mail, courier or messenger.
Mobile Check Deposits
If you make a deposit via the Popular Mobile Check Deposit service before the cut-off time on a business day that we are open, then we will consider that day to be the day of your deposit. However, if you make a deposit via the Popular Mobile Check Deposit service after the cut-off time on a business day that we are open or make a deposit on a business day that we are not open, then we will consider the deposit to have been made on the next business day that we are open. Please refer to the Funds Availability Policy for more details. Terms and conditions apply with Popular Mobile Check Deposit service. Mobile Check Deposits are subject to approval and may not be available for immediate withdrawal.

Miscellaneous Collection Items
We may accept certain items—such as checks payable in foreign currencies or at foreign locations—on a collection basis only. We route and process collection items separately. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, then we may debit your account for the amount of the item. We charge fees for processing collection items. These fees apply even if the collection item is returned unpaid. For current fees, call our Customer Care Center at 1.800.377.0800, or ask a branch representative. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, then we may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment that we receive. These fees may apply even if the collection item is returned unpaid. If final settlement is not possible, or if cash items must be reversed, then we are expressly authorized to debit, without prior notification, any of your accounts for: (i) the amount of the item; (ii) the penalty fee imposed by us on returned items; (iii) interest paid on the deposited items; and (iv) any other related charges.

When another financial institution submits an item drawn on your account to us on a collection basis, we may charge the other financial institution a fee. When you do not have enough funds in your deposit account for us to process a collection item drawn on your account, we may charge you a non-sufficient funds fee. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. Please refer to our Schedule of Fees.

In addition, you acknowledge and agree that we will not be liable for any failure to act or delay in acting with respect to a foreign check or other foreign item, such as an International ACH item, if such failure or delay is caused by legal constraint (including, but not limited to, suspected violations of an OFAC sanctions policy) or other rules to which we are subject (including, but not limited to, National Automated Clearing House Association rules).

Demand Drafts
If you deposit a demand draft (an unsigned draft or a pre-authorized draft) into your account, then you warrant and guarantee that the draft is authorized.

Deposit Error Correction
When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account.

Endorsing Checks
We reserve the right to restrict: (i) both how you endorse checks that you ask us to cash or deposit; or (ii) the type or endorsements that you may place or have preprinted on the backs of checks. If you place or imprint information on the back of the check, then it may overlap onto the area reserved for banks’ endorsements. If it becomes necessary for us to return one of your checks, then the material placed on the back of the check may interfere with the bank endorsements and cause delays in returning the item. You agree to
reimburse us for all claims, cost, losses and damages that result from the late return of a check due to mark(s) or material entered on the back of the check that obscured or interfered with our or another bank’s endorsement.

You must endorse checks in the area that extends 1½ inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. If your endorsement obscures our Bank’s endorsement, then you are liable for checks that are returned late and unpaid.

**Identifying the Account**
You must correctly identify the account to which you want funds deposited. You are responsible for any claim, costs, loss or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made. We may credit an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account.

**Lost Checks**
When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. If a check is lost during the collection process, then we may charge your account for the amount of the check. If the financial institution on which the check is drawn gives us a photocopy of the check or a debit slip representing the check, then we may charge your account for the amount of the check.

A lost check may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

**Third-Party Endorsement**
We may require that checks and other items that you want to deposit or cash, be endorsed by all parties to whom the items are payable. We may require that any third parties have their bank verify or guarantee their endorsements.

**Check Cashing**
If a non-customer wants to cash your check at one of our branches, then we may require identification that is satisfactory to us and we may charge them a fee for cashing the check. We may also impose additional requirements, such as requiring their fingerprint or limiting the locations where we pay the check in cash. If the person with your check fails or refuses to satisfy our requirements, then we may refuse to cash the check. We are not liable to you for refusing to cash the check or for charging a check-cashing fee.

Because you are our customer, we would normally cash checks for you. However, if there are insufficient available funds in your account to cover the amount of the check, then we may refuse to cash the check written to you. In such cases, we may request that you deposit the check to your account and limit your withdrawal to the available funds in your account. If we do cash such a check and it is returned to us unpaid for any reason and at any time, then we may deduct the amount of the check from your account and we may charge you a fee. Checks made payable to any entity, such as a partnership or corporation, must be deposited to the entity’s account.

**Check Legends/Notations**
Some customers order checks printed with legends or notations, such as “not valid after 60 days” or “not valid over $1,000.” We may also receive checks on which restrictions or other notations are written. We may disregard these instructions. We are not responsible for any losses, claims, damages or expenses that result from your placement of these or other notations on your checks, or from our disregarding them.

**Large Cash Withdrawals**
We may require 48 hours advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier’s check or other official item) at a branch, if we believe that the amount is unreasonably large or that honoring the request would result in undue hardship or a security risk. We may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole
risk and expense. We are not responsible for providing for your security in such transactions.

**Sample Signature**
To determine the authenticity of your signature, we may refer to the Signature Card or to a check or other document upon which your signature appears.

**Stale- and Post-Dated Checks**
We are not required to pay any item presented more than six months after its issuance date. However, if a stale-dated check—that is, a check dated more than six months in the past—is presented for payment against your account, then we may pay the check and charge it to your account. A post-dated check is a check that bears a date later than the date that it is presented. Under the law we are not liable if we honor a post-dated check upon presentment. If you do not want us to pay a stale- or post-dated check, then you must place a stop payment order on it.

**Withdrawal Restrictions**
The Bank may refuse to allow withdrawals in cases such as, but not limited to: (i) a withdrawal made against a deposited check or other order not yet available for withdrawal, (ii) a court order prohibiting withdrawals, (iii) any lack of identification that we require for withdrawals, (iv) an inability to determine the account’s available balance, and (v) as required by law.

**PASSBOOK ACCOUNTS**
**Withdrawals from Passbook Accounts**
The passbook shall be the voucher of the account and you as the Account Owner. Payments made to persons presenting the passbook, provided we have exercised ordinary care in examining the signature on the withdrawal order, shall be considered good and valid payments. We will not be liable to you or your personal representatives for the amount so paid unless we have been notified previously in writing that the passbook has been lost, destroyed, or stolen and we have had a reasonable opportunity to act on such notice.

**Lost Passbooks**
If your passbook is lost, destroyed or stolen please contact your branch or call our Customer Care Center at 1.800.377.0800 for assistance.

**MONEY MARKET ACCOUNTS AND SAVINGS ACCOUNTS**
**ACCRUED INTEREST AND WITHDRAWALS** – As explained in the Savings Account Disclosures, accrued interest is credited to your account on the last business day of the monthly statement cycle. When you withdraw funds from your account, only the credited interest is available to you. Any interest accrued through and including the last business day of the monthly statement cycle that has not posted will not be paid.

**Restrictions on Money Market and Savings Accounts**
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 the account and not the date when a transfer is authorized or a check is written. The limits do not apply to withdrawals made at a banking center, 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 we may close your account.

**TIME DEPOSITS (CDs)**
CD Accounts will automatically renew at maturity unless you have instructed us otherwise, see the Account Product Disclosures. If you have instructed us not to renew your CD, then it will not earn interest after maturity. If you close your CD during the grace period, then any interest accrued since the maturity date will not be paid.

**Early Withdrawal Penalties**
Early withdrawal penalties are specified on the Account Product Disclosures of each product provided at the time the Time Deposit is opened. Payment of the above penalties will be made at the time of the withdrawal as a deduction from either the amount of interest accrued
and/or the account’s remaining principal balance, at the Bank’s option. For all Time Deposits, interest credited to the account may be withdrawn prior to the maturity date of the Time Deposit or will be considered principal at renewal. We may close the account and charge an early withdrawal penalty if withdrawals would cause the balance to fall below the minimum balance required to maintain the account.

Early Withdrawal without Penalty (Excluding Retirement Accounts)
Withdrawal of principal on any Time Deposit may be made without penalty on the death or determination of legal incompetency of any owner of the account. To authorize such withdrawal on the grounds of legal incompetency, the Bank may, at its option, require a certified copy of the court or administrative order or decree establishing the incompetency. Refer to the Account Product Disclosures for information on Early Withdrawals without Penalty.

Grace Period
If your Time Deposit automatically renews at maturity, then you have a grace period of ten (10) calendar days after the Maturity Date to withdraw funds from your Time Deposit without being charged a penalty. During the grace period, you may increase the amount of the CD up to the maximum account balance permitted for the applicable account.

Issuance of Time Deposits
Time Deposits may be accepted by the Bank on such terms, and may be issued in such form or forms, as determined from time to time by the Bank. The Bank may make the payment of principal or interest payable on any Time Deposit without requiring supporting documentation.

Negotiability
Retirement Accounts and Time Deposits are non-negotiable or non-transferable, and no right, title or interest to or in them may be assigned or in any manner transferred. However, Time Deposits may be assigned to the Bank as security, if allowed by law.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE
We offer electronic funds transfer services ("EFT Services") on many of our accounts. The types of EFT Services that we offer and the limitations on those Services are described below. We provide these EFT Services only to account owners who qualify and who request the Services. For purposes of these disclosures, our business days are Monday through Friday. Banking holidays are not included.

PLEASE READ THIS EFT AGREEMENT AND ANY EFT DISCLOSURES RELATED TO THE SERVICE CAREFULLY AND KEEP A COPY FOR YOUR REFERENCE. They include important consumer rights.

TYPES OF EFT SERVICES
Debit/ATM Cards
In general, we will offer you a Debit Card when you open a checking account and an ATM Card when you open a money market account or a savings account with us. “Debit Card” and “ATM Card” are defined differently and may have unique services and fees associated with each. As used in this agreement: (1) “Debit Card” refers to the Popular Mastercard® Debit Card that you may receive when you open a checking account with us; (2) “ATM Card” refers to the card, not branded with the Mastercard® logo, that you may receive when you open a money market account or a savings account with us, and that can only be used to withdraw or deposit funds and obtain account balance information; (3) “Popular ATM” refers to an automated teller machine belonging to the Bank; (4) “Allpoint® ATM” refers to an automated teller machine belonging to the Allpoint® network of ATMs; and (5) “ATM” used generally may refer to a Popular ATM, an Allpoint® ATM, and to automated teller machines belonging to other banks or entities that are members of networks of which we are a member, in addition to point-of-sale (POS) programs which are available to our customers. When using any non-Popular ATM (including any Allpoint® ATM) to access your Popular deposit account, additional fees or surcharges may be imposed by another institution or owner of such ATM,
the network used to complete the transaction, or by Popular. For more information about the fees imposed by Popular, please see the current Schedule of Fees or the product-specific disclosures relating to your account, or ask your banker for details.

You may use your applicable Debit Card or ATM Card and PIN to:

- Withdraw cash from your checking, savings or money market accounts that are linked to the applicable Debit Card or ATM Card.
- Make deposits to your checking, savings or money market accounts that are linked to the applicable Debit Card or ATM Card.
- Transfer funds between your checking, savings and money market accounts that are linked to the applicable Debit Card or ATM Card.
- Get information about your accounts that are linked to the applicable Debit Card or ATM Card. These balances will not reflect any outstanding checks, deposits, withdrawals, payments or charges and may include funds that are not subject to immediate withdrawal.
- Engage in other transactions added from time to time by Popular.
- Additionally, you may use your Debit Card to pay for purchases wherever debit Mastercard is accepted.

Some of these services may not be available at all ATM terminals for Debit Cards or ATM Cards. ATM Cards cannot be used at point-of-sale terminals. You may not be able to use your applicable Debit Card or ATM Card and PIN within certain cash networks and at certain cash dispensing machines, and you may not be able to use your Debit Card at certain point-of-sale terminals at selected markets and retailers.

LIMITATIONS
The following limitations apply to EFT Services available at ATMs:

- Your applicable Debit Card or ATM Card and PIN can be used to perform transactions only for the Bank accounts that are linked to your Debit Card or ATM Card, as applicable.
- Transactions performed at Popular ATMs will be processed on the same business day, if they are made before 2:00pm local time on a business day. Transactions performed at Popular ATMs after that time or on a non-business day will be processed the following business day.
- Deposits and payments are subject to verification and collection. Please refer to our Funds Availability Schedule for complete information.
- There are daily limitations on withdrawals and POS transactions using your applicable Debit Card or ATM Card and PIN. Please refer to your Account Product Disclosure and to the Popular Debit Cards and ATM Cards Terms and Conditions for further details.
- Other limits on the use of your applicable Debit Card or ATM Card and PIN may be applied, or card access to your account will be suspension for security reasons if we suspect that your Debit Card or ATM Card may have fraudulent activity or for any other reason where we believe there is a risk to you or the bank.
- If you do not use your applicable Debit Card or ATM Card for a period of six (6) months, it will automatically be deactivated and closed.

FUNDS HOLD
When you use your applicable Debit Card or ATM Card, a hold will be placed on your primary account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other account purposes, and we have the right to return checks or other items drawn against your account to maintain sufficient funds to pay for any previously authorized transactions. The hold will be released when the transaction is settled through our system, and you agree to maintain sufficient available funds on deposit in the affected account to cover all previously authorized transactions. The hold may continue even if you do not purchase any goods or services for which authorization was obtained.
OVERDRAFT COVERAGE FOR ATM AND EVERYDAY DEBIT CARD TRANSACTIONS

We will not authorize and pay overdrafts for ATM transactions and everyday debit card transactions unless you ask us to. In order to affirmatively consent, or opt in, to overdraft coverage for these transactions, you must complete a What You Need to Know about Overdrafts and Overdraft Fees Form by visiting your local branch, by calling us at 1.888.610.5925 or by mailing your request to Popular OPT-IN Debit Card Coverage, P.O. Box 4906, Miami Lakes, Florida 33014. The form can be found on our website at www.popularbank.com/oac/online-overdraft-coverage-form. If you opt in, we will charge overdraft Non-Sufficient Fund (“NSF”) fees in the amounts disclosed on the What You Need to Know about Overdrafts and Overdraft Fees Form and in our Schedule of Fees. Fees will reduce the amount of overdraft coverage available to you. If you have not agreed to this service, then these transactions will be declined for insufficient available funds and we will not charge an overdraft fee. If you have questions, please visit your local branch or call 1.888.610.5925. You may revoke your consent to opt-in on ATM and everyday debit card transactions at any time by visiting your local branch, by calling 1.888.610.5925 or by mailing your request to Popular OPT-IN Debit Card Coverage, P.O. Box 4906, Miami Lakes, Florida 33014.

Preauthorized Transfers and Direct Deposits
From time to time, you may authorize a person or company to electronically transfer funds to or from your checking, savings or money market account(s). For example, you may agree with your employer or a government agency to have your salary or government benefits electronically deposited directly into your account. You may also agree with a company from which you’ve purchased goods or services to have the amount you owe, such as an insurance premium, electronically paid from your account.

STopping A PreauThorized PAYMENT
If you have told us in advance to make regular electronic payments to someone out of your account, then you can stop any of these payments. Here’s how:

Call us at 1.800.377.0800 or write to us at the Customer Care Center, P.O. Box 4906, Miami Lakes, FL 33014, in time for us to receive the request at least three (3) business days before the payment is scheduled to be made. If you call, then we may also require you to put your request in writing and to get it to us within fourteen (14) days after your call. Please refer to the Schedule of Fees that will be charged in association with stop payments. If you order us to stop any electronic payment at least three (3) business days before the electronic payment is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

In your request, please provide us your name, account number, the scheduled date and amount of the payment, and the name of the person or company who was to have received the electronic payment. A stop payment request will stop only the particular payment from being made. If you want all future scheduled payments to be canceled, then you must notify the person or company with whom you had agreed to have these payments made.

NOTICE OF PAYMENTS VARYING IN AMOUNT
If the electronic payments to be made regularly out of your account(s) vary in amount, then the person or company you are going to pay should tell you, at least ten (10) days before each payment, when the payment will be made and how much the payment will be. You may choose instead to receive this notice only when the electronic payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you have set.

Telephone Transfers
If we have entered into a separate written or electronically transmitted agreement with you regarding the ability to transfer funds via telephonic authorization, then the terms of that specific agreement will apply. Otherwise, the following terms will apply:

• We may permit you to transfer funds from one of your accounts at the Bank to another of your Bank accounts via the telephone. However, we may also refuse to complete this request for a telephonic transfer for any reason in our sole discretion.
• You will not receive a separate confirmation of this transfer, but the transfer should appear on your periodic statements.

• In accepting these requests, we use security procedures reasonably designed to identify the caller as an owner, authorized signer, or other person authorized to transact business on the account from which the transfer is to be made. These procedures may include asking for the relevant TIN assigned to the accounts or for any other identifying information that we could expect only authorized individuals to know.

• You agree that we have no liability to you for any allegedly unauthorized transfer and that you will indemnify us and hold us harmless against any claims by third parties, in the event that we effect a transfer after identifying the caller using the above described procedure.

**Electronic Check Conversion**
You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

**Online Banking**
Certain EFT Services are also available through our online banking service. The disclosures that apply to our online banking EFT Services and the terms and conditions governing them are contained in our Popular Online Banking Service Agreement. For a copy of our Popular Online Banking Service Agreement, go to www.PopularBank.com.

**GENERAL DISCLOSURES FOR ALL EFT SERVICES**
The following provisions apply to all of our EFT Services:

**Charges for EFT Services**
Please refer to the Schedule of Fees for fees that will be charged in association with the EFT Services.

**Documentation of EFT Services**
You will receive a monthly account statement if there are any transfers in that month. Regardless, you will get a statement at least quarterly.

You can get a receipt at the time you make any transfer to or from your account using an ATM, or when you make a purchase at a POS terminal.

**Direct Deposits**
If you have arranged to have direct deposits made to your account with us at least once every sixty (60) days from the same person or company, you may call our Customer Care Center at 1.800.377.0800 to find out whether the deposit has been made.

**Limitations on Account Activity on POS Programs**
Third party transfers on POS programs utilizing ATM Cards on savings accounts are currently restricted. Third party transfers from Money Market Accounts are considered checks and count towards the six (6) withdrawals per month currently allowed.

**Limitation on Transfers from Savings and Money Market Deposits**
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. The limits do not apply to withdrawals made at a banking center, by ATM or by mail. If you exceed these limits, we may, at our option, convert your account to an account that is not subject to these restrictions or we may close your account.

**Errors or Questions**
If you think that your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, or if you have any other questions about your Electronic Transfers, call us at 1.800.377.0800 or write to us at:

Customer Care Center
P.O. Box 4906
Miami Lakes, FL 33014
as soon as you can. 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 transfer that 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, then we may require that you send us your complaint or question in a signed affidavit within ten (10) business days.

We will determine whether an error occurred within ten (10) business days 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 (ninety (90) days for foreign), POS, and new account transactions) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days for new account transactions) for the amount that 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 you call us, and we ask you to put your complaint or question in a signed affidavit and we do not receive it within ten (10) business days, then a provisional credit is not required. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) business days after completing our investigation. If we determine 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.

Our Liability for Failure to Complete an Electronic Funds Transfer

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, then we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of our own, your account does not contain sufficient available funds to complete the transfer;
- If the transfer would go over the credit limit on your reserve account (if any);
- If the ATM where you are making the transaction does not have enough cash, or cash in denominations that you request;
- If the ATM or POS terminal is not in service;
- If the ATM or POS terminal is not working properly and you know that it is not working properly when you start the transaction;
- If the funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance restricting transfers;
- If circumstances beyond our control (such as fire, flood, labor dispute, or a mechanical or power failure) prevent the transfer, despite reasonable precautions that we have taken;
- If we do not receive proper and timely instructions regarding the transfer;
- If the transfer information supplied to us by you or by third parties (e.g., POS terminal owners) is incorrect or untimely;
- If your applicable Debit Card or ATM Card or PIN were reported as lost or stolen or if our failure to complete the transfer is done to protect the security of your account and/or of Bank and/or any other network; or
- If you have closed your account or your applicable Debit Card or ATM Card privileges have been cancelled.

There may be other exceptions stated in our agreements with you.

Your Liability

Tell us AT ONCE if you believe your applicable Debit Card or ATM Card or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic 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 potentially lose all of the money in your account(s) (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 applicable Debit Card or ATM Card or PIN, then you can lose no more than $50 if someone uses your applicable Debit Card or ATM Card and PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your applicable Debit Card or ATM Card or PIN and we can prove that we could have stopped someone from using them without your permission if you had told us, then you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by any applicable Debit Card or ATM Card or PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 may extend the time periods.

Contact Us in the Event of Unauthorized Transfers
If you believe your applicable Debit Card or ATM Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, call us at 1.800.377.0800 or write to us at:

Customer Care Center
P.O. Box 4906
Miami Lakes, FL 33014

Confidentiality
We will disclose information to third parties about your account(s) or the transfers that you make:

• Where it is necessary to complete transfers to or from your account(s) or to resolve errors involving them; or
• In order to verify the existence and condition of your account(s) for a third party, such as a credit bureau or a merchant; or
• In order to comply with legal process, such as orders from government agencies or courts; or
• If you give us your written permission; or
• As otherwise provided in the Bank’s Privacy Statement.

Future Changes and Cancellation
We have the right to change this Agreement from time to time. We will notify you in writing at least twenty-one (21) days before the effective date of a change that will (i) increase your liability, (ii) raise the cost to you of making electronic fund transfers to or from your account(s), or (iii) limit your ability to make electronic fund transfers to or from your account(s). No advance notice will be given, however, if a change is necessary for security reasons.

Debit Cards and ATM Cards are the property of the Bank and are made available, along with Popular ATMs, as a service to our customers. You are required to return all applicable Debit Cards or ATM Cards to us immediately at our request. We may revoke and cancel your Popular ATM privileges at any time. We also may terminate your right to use other EFT Services at any time.

Other Agreements
Use of your applicable Debit Card or ATM Card and PIN and any other EFT Services are subject to our existing rules, regulations, other agreements and disclosures governing your accounts, and any future changes that we make to them. Unless otherwise stated in this Electronic Funds Transfer Agreement and Disclosure Statement, this Agreement does not change or amend any of those existing rules, regulations, agreements and disclosures. You promise to inform us immediately if you move or change your name or place of employment.
WIRE TRANSFER AGREEMENT

We offer both incoming and outgoing wire transfer services. The following terms do not apply to transactions governed by the Electronic Funds Transfer Act, or transfers by check, draft, or any other written item. Wire transfer services are governed by the regulations of the Office of Foreign Assets Control (OFAC) and all other applicable federal, state and local laws and regulations, including Article 4A of the Uniform Commercial Code, as adopted by the state whose law applies to the account which you are using for the funds transfer service (“Article 4A”). You agree not to initiate or receive a wire transfer payment order in violation of any applicable federal, state or local law. We may reject a wire transfer for any reason. For example, federal law restricts the transfer of money to certain individuals, entities and countries. You must also have sufficient available funds in your account.

Remittance Transfers/International Wire Transfers are funds transfers initiated by a consumer primarily for personal, family or household purposes sent to a consumer or business in a foreign country. Effective October 28, 2013, federal law requires us to provide disclosure, cancellation and error resolution notices that may differ from rights and obligations that apply to other types of wire transfers, described herein.

Security Procedures

TELEPHONE INSTRUCTIONS – We will honor your telephone instructions to make wire transfers and to cancel such transfers only if you qualify and if you have prearranged to have these instructions followed. You agree that we may tape record such conversations. You also agree that we may rely on such telephone instructions so long as we believe that the person giving the instructions is you. There may be other ways to originate wire transfers via the telephone, please contact your branch to determine if these other procedures apply.

WRITTEN INSTRUCTIONS – You may give us written wire transfer instructions. We may rely on these written instructions so long as (i) the signature on the wire transfer instructions matches any signature of yours that you have provided to us; (ii) you provide the required identification as requested in the wire transfer instructions and (iii) we verify that this information conforms to our records.

CONFIRMATION – Even if the telephone or written instructions comply with our procedures, we reserve the right to verify the authenticity of the wire transfer instruction by contacting any person whom we know to be authorized to give wire transfer instructions for your account. You agree that we may tape record these conversations.

Reliance on the Content of Wire Transfer Instructions

Each wire transfer instruction should include the amount that you want to transfer, your account number, and the beneficiary’s name, bank and account number, and purpose of the wire. We are entitled to rely on the information contained in the wire transfer instruction, and we are not required to confirm the accuracy of the information contained in the wire transfer instruction. Errors must be reported to us within twenty (20) calendar days after we send you our mail notification of the wire transfer. You must notify us within this time period and explain how the transfer was not authorized by you or was not executed in accordance with the wire transfer instruction. Unless we are so notified, we will not be liable for that transaction.

General Provisions

We reserve the right to refuse any wire transfer. Business days are Monday through Friday, excluding banking holidays. Each wire transfer is subject to the other terms and conditions of your account with us. We shall be liable hereunder only for direct damages resulting from our failure to exercise ordinary care or to act in good faith. Ordinary care shall be determined in accordance with reasonable commercial standards in the state in which the wire transfer originates. We will not be responsible for special, indirect, punitive or consequential damages resulting from this Agreement.
POPULAR ONLINE BANKING

By using Popular Online Banking and by accessing your accounts, you acknowledge and accept the terms and conditions, which are presented to you at the time you enroll at www.PopularBank.com. Those terms and conditions are in addition to those that apply to any accounts that you have with the Bank.
THANK YOU FOR BANKING WITH POPULAR.

1.800.377.0800
www.PopularBank.com