

## DISCLOSURE COMMERCIAL CHECKING ACCOUNT

This Agreement (the “Agreement”) of Commercial Checking Account (the “Account”) is entered into by and between the “Depositor” and Cooperativa Ahorro y Crédito De Cabo Rojo (the “Cooperative”) under the following terms and conditions:

### TERMS AND CONDITIONS

**1. Account Number:** With the establishment of an Account, the Cooperative will assign an identification number and the depositor promises to write that number in all and every one of the notes deposited, as well as in all deposit slips, or in any communication related to the said Account. The Cooperative will not assume any responsibility for errors that occur with managing notes, deposit slips or any other communication related with the Account, when the depositor does not indicate the number assigned to the Account.

**2. Minimum Balance:** The minimum balance required to open a Checking Account is **\$250.00**.

**3. Interest Rate: Interest Rate: 0.10%  
Annual Percentage Yield (APY): 0.10%**

**To obtain the annual percentage yield disclosed:** You must maintain in your account a minimum daily balance of **\$500.00**.

**4. Interest Crediting and Computation Method:** The interest period on your account is monthly. Interests are computed daily and credited monthly. In case the depositor closes the Account or withdraws all of the funds before interest is credited corresponding such period, these will not be paid for such reasons. Deposits made in cash to the Account will earn interest from the date of deposit. Deposits not made in cash, will earn interest no later than the business day the Cooperative receives the provisional credit for such deposit.

**5. Minimum Balance Computation Method:** We use the Daily Balance Method to calculate interest earns in your Account. Under such method, the interest is determined applying a periodic daily rate to the sum of the principal in the account for each day of the computation period.

**6. Annual Percentage Yield and Interest Rate Information:** For the purpose of this disclosure the Annual Percentage Yield and the Interest Rate hereby indicated are correct during thirty (30) calendar days. In order to obtain actualized interest rate information, please call us at (787) 851-1337.

The disclosed rates are variable and may change from time to time, as determined by the Board of Directors and the Management of the Cooperative.

**7. Service Fee: \$10.00** monthly, when you do not maintain a minimum daily balance of **\$500.00**.

**8. Applicable Fees and Penalties:** Your account will be subject to the following fee and penalties:

- Returned Check Fee for Insufficient Funds or Unavailable Funds: **\$20.00** per check.
- Returned Electronic Transaction Fee for Insufficient Funds or Unavailable Funds: **\$20.00** per transaction.
- Manager Check Fee: **\$20.00** / Certified Check Fee: **\$5.00**
- Stop Payment Fee: **\$10.00**
- Paper Statement Fee: **\$4.00** monthly
- Debit Mastercard Fee: **\$2.00** monthly
- Debit Card Substitution Fee: **\$8.00**
- Service Fee for Closing the Account during the first thirty (30) days of its establishment: **\$10.00**.
- Check Cashing Fee with second endorsement: **\$5.00**
- Wire Transfer Fee: **\$60.00**

Tax Burden Adjustment and Redistribution Act (“Law 40-2013”) establishes that certain bank charges in commercial accounts will be subject to the payment of Sales and Use Tax (SUT). In compliance with Law 40-2013, the following services of your account will be subject to the payment of the SUT:

- Monthly Service Fee
- Returned Check or Electronic Transaction Fee
- Check or Electronic Transaction paid in Overdraft Fee
- Inactive Account Fee
- Stop Payment Fee
- Paper Statement Fee
- Provisional Checks Fee
- Check Purchase Fee

**In those cases in which the Depositor is exempt from paying the SUT, he must present the Tax Exemption Certificate.**

**9. Limited Transactions:** There are no limitations on the amount of deposits made monthly to the account, withdrawals are subject to the available balance in the account.

**10. Account Deposits:** Deposits may be made by any of the means of transaction provided by the Cooperative and will be received subject to the provisions of the law and regulations adopted by the Cooperative. The Cooperative will provide the Depositor with deposit slips with the information that from time to time the internal operations of the Cooperative determine desirable and the Depositor agrees to use such documents in the form described by the Cooperative and to write the information in a legible manner and exonerates the Cooperative from any misinterpretation that it may incur by virtue of such illegibility.

If the Cooperative determines that the money deposited in cash was falsified or that the checks or other items deposited were fraudulently issued, or if a claim is received for such purposes, the Cooperative may debit the corresponding amount from any of the funds that the Depositor has in their favor in the Cooperative, including the funds from the accounts in which the Depositor signs jointly or severally. The Cooperative will notify by mail the adjustment made

**11. Availability of Funds:** The Depositor accepts that the Cooperative though regulation may establish holding periods during which the funds may not be withdrawn from the Account.

**12. Supplies of Checks:** The Cooperative will provide the Depositor with the checks and other documents required to make transactions in the Account. The Depositor will assume the total costs of the same, including shipping and handling costs. When the checks are not pre-printed, the Depositor must write legibly his name, address and account number as well as any other information required by the Cooperative. The Depositor will obtain such checks exclusively through the Cooperatives suppliers. These checks shall have in magnetic ink the same information that appears in the provisional checks supplied by the Cooperative. If the Depositor chose to obtain and use payment orders, deposit slips and/or checks of a different style or design to those supplied by the Cooperative, the Depositor will assume the total cost, including shipping and handling costs. These must contain the same in magnetic ink as those supplied by the Cooperative.

**13. Payment of Checks:** The Depositor will issue checks only against sufficient funds available in the Account. The Cooperative will not have the obligation of honoring checks issued against insufficient or uncollected funds and the Cooperative will not be in any way responsible of any damage resulting as a result thereof.

The Cooperative will not honor post-dated checks, nor checks containing a date greater than 180 days from the date issued. In case the Cooperative presents to payment a check not dated, the Cooperative will be authorized, but not obligated, to consider the checks at all effects, as dated the day presented into payment.

**14. Overdrafts:** The Cooperative will not allow overdrafts in the Account. Nevertheless, the Cooperative, at its option, may allow overdrafts in the Account at its discretion, and such action will not be considered as a forfeit to the established procedure.

In those cases in which the Cooperative honors payments that overdrafts the Account, the Cooperative will impose service fee of twenty dollars (**\$20.00**) per paid check. The Cooperative will also impose interest on the amount in overdraft on the Account of **13.95%**.

The fees, as well as the interests for overdrafts in the Account, will be charged in the Account and the depositor will be responsible of covering the overdraft balance in the Account, even if such overdraft increases due to the services fees and the interests charged. The Cooperative hereby is authorized to offset, at its option, the balance in overdraft in the Account against other funds the Depositor has on his favor in the Cooperative.

**15. Substitute Checks (Check 21):** Some or all of the checks that you receive with your account statement or by request may look different than the check you wrote. To make check processing easier a federal law permits banks to replace original checks with "substitute checks." A substitute check is a copy of an original check that is the same as the original check of all purposes, including proving that you made a payment, if it includes an accurate copy of the front and back of the original check contains the words: "This is a legal copy of your check. You can use it the same way you would use the original check." A substitute check that meets these requirements is generally subject to federal and state laws that apply to an original check.

**16. Stop Payment:** The depositor accepts that any stop payment order against any draft in the Account, will be accepted by the Cooperative, as long as its requested in the documents provided, for those effects, by the Cooperative, subject to the conditions established by the Cooperative, and also accepts to compensate the Cooperative for any lost or responsibility, as well as the costs y expenses incurred by the Cooperative as a consequence of refusing to the payment of the items being suspended.

The Cooperative is not responsible in case an item being suspended is paid, if such payment is made by inadvertence or accidentally; neither is responsible if for such payment, other effects issued by the depositor are returned for insufficient funds. The Cooperative is not obliged to accept any stop payment order for a certified check, manager check, official check, Cooperative draft or any other similar notes issued by the Cooperative against itself.

The Cooperative will accept stop payment notifications subscribed by the personas authorized in the Account, according to the signature cards required as part of the Account documents. The Cooperative will not consider valid any stop payment or revocation of a stop payment, unless it's submitted in writing and handed to the Cooperative.

**17. Authorized Signatures:** The signatures authorized to issue drafts against the Account shall be registered in the signature cards at such effects provided by the Cooperative. The Depositor agrees to immediately notify the Cooperative of any change its powers, in the case of corporations or societies, of changes in its directors, officials, executives, managers, agents or representatives authorized to subscribe documents related to the Account.

The parties agree that the Cooperative will not incur in liability when it pays in good faith any check that may result fraudulently and/or illegally signed, when the signature reasonably coincides or is similar to the signature of the Depositor, except when prior to the payment, the Depositor has notified the Cooperative in writing about the loss or theft of his checkbook. The Cooperative will not be responsible for damages caused by the return of checks with signatures different to the one registered in the Cooperative's documents, contracts, signature cards, etc.

The Cooperative does not waive this clause for the sole fact of having paid at any time checks with a different or incomplete signature. The Cooperative will not incur in any responsibility if refuses to honor the payment of a draft in which the signatures does not match exactly with the signatures registered by the Cooperative. Should a facsimile or stamp signature be used, the Cooperative will not be responsible for the payment of checks where the facsimile signature or a stamp is used and the Depositors agree to compensate and hold the Cooperative harmless from liability for any loss suffered for the illegal or unauthorized use of such instruments and the Depositor is responsible for the custody of the facsimile or signature stamp.

**18. Solidary Account:** Should the Account be opened jointly but individually and collectively responsible, which means, on behalf of two (2) or more persons and where the signature of any of these is sufficient to perform transactions, the same will be governed by the following rules:

- All the terms and conditions of this Agreement applicable to the Depositor will be applicable to all the holders of the Account (the "Depositors").
- Each depositor has an individual right to deposit and withdraw funds. For that reason, each depositor guarantees the signature of the other depositors and authorizes them to sign withdrawal of funds against the Account.
- All the Depositors are solidary owners of the funds deposited in the Account and shall become solidary creditors of the Cooperative.
- Each depositor authorizes the Cooperative to exercise the setoff action and apply the guarantor's interest against the totality of funds of the Account, although only one of the depositors is the debtor, these rights will prevail irrespectively the Depositor that deposits funds in the Account.
- The depositor accepts that a notification sent by the Cooperative to one of the depositors, shall be considered as being sent to all the depositors.

**19. Jointly and Severally Account:** Should the Account be opened jointly and severally, which means, on behalf of two (2) or more persons and where the signature of all is required to perform transactions, the same will be governed by the following rules:

- All the terms and conditions of this Agreement applicable to the Depositor, will be applicable to all the holders of the joint Account (the "Depositors").
- The Cooperative will require the presence or signature of the depositors of the Account, as established in the opening documents on the Signature Card or the especial resolution, in those cases applicable, to perform any transaction or give instructions to the Cooperative about the Accounts management.
- All the money in cash, as well as the amount of checks, notes, money orders, or any other document representative of money, belonging to the Depositor or to any of them, or the amount of any loan that the Cooperative made at any time to the Depositor or to any of them, may be credited by the Cooperative, to the Account, unless it receives written instructions otherwise, from any of the holders.

**20. Account Statement:** The Cooperative will send to the Depositor a monthly statement of account reflecting the activity of his account during the period covered by the statement. The statement of account will reflect the prior balance, the deposits and withdrawals made during the period covered by the statement, the charges made to the Account, the interest earned, if any, the current balance and any other information that the Cooperative deems appropriate. With the statement of account, the Cooperative will enclose the checks honored by the Cooperative and any other evidence of charges to the Account during the period covered by the statement. In the absence of a written notice to the Cooperative objecting to any deposit or withdrawal allegedly made, within sixty (60) calendar days following the date when the statement is sent, or is personally delivered to the Depositor, the statement will be considered correct in its entirety and accepted by the Depositor, who waives any right of

contesting the statement once the aforementioned period has elapsed. Not raising in writing any objections within the aforementioned period will release the Cooperative from any liability.

## GENERAL CONDITIONS

**1. Compliance:** The Depositor agrees to use the Account and the Services only for legitimate purposes and in accordance with all applicable laws and regulations, including those aimed at preventing money laundering.

The Depositor acknowledges that the Cooperative, in compliance with the internal policies or applicable legal or administrative provisions of the United States Department of the Treasury, may be obliged to withhold, freeze or deliver the funds to the relevant authorities, as well as obtain information on the origin or destination of the funds or transactions.

**2. Regulation GG:** Federal Regulations issued under the "Unlawful Internet Gambling Enforcement Act" prohibit the processing of restricted transactions through accounts or business relationships. Restricted transactions include transactions involving a credit, an electronic funds transfer, a check, or a money order that accepts a merchant resulting from the participation by others in illegal games over the Internet. Your Account may not be used to process illegal gaming transactions over the Internet. The Cooperative reserves the right to reject any restricted transaction and to close the Account if these types of transactions are identified. The Depositor certifies, by opening his Account, that he is not engaged in any practice related to illegal games over the Internet, as defined by the Regulation GG and agrees to notify us if his Account is used at any time for such activities.

**3. Closing of the Account:** The Cooperative reserves the right of closing the Account at any time, in the event of non-compliance with any of the terms and conditions specified in this contract and/or incurring in violations of the laws and regulations that govern the Cooperative. The Cooperative will send a notice to the Depositor through a notice to that effect by regular mail to the last known address. The Cooperative may, without incurring in liability with the Depositor, close the Account and send a check for the balance thereof to the last address known of the Depositor. The Cooperative is hereby authorized to return without paying, for reason of a closed account, any order of payment or negotiable withdrawal order presented for collection after having closed the account, and the Depositor expressly holds the Cooperative harmless that may arise for such return. Likewise, the Cooperative may, without prior notice, refuse to receive deposits to the credit of the Account.

**4. Agreement Modification:** The Cooperative reserves the right to modify this Agreement when it deems convenient, notifying the Depositor through a notice to that effect placed during thirty (30) consecutive calendar days in a visible place at the Cooperative's branch where the Account was opened, copy of which will be sent to the Depositor thirty (30) calendar days prior to the date of effectiveness of the modification of the Agreement.

**5. Contract Termination:** The Cooperative or the Depositor may terminate this Agreement by giving prior written notice to the other party, in which case the Cooperative will not have the obligation of honoring checks or payment orders exceeding the balance of the Account.

**6. Business Days:** The Cooperative will be opened to public in those days and during those hours established from time to time by the Cooperatives Board of Directors. Everyday is considered business day, except Saturdays, Sundays and federal holidays, as well as local holidays.

**7. Deposits in Branches:** The Cooperative will accept, at its option, deposits, payment orders or withdrawals in its branches or in locations participating in the service known as Shared Branch.

**8. Visits, Interviews and Documents:** The Cooperative will coordinate, at least on an annual basis, an interview and/or visit to the facilities of the company or business. The Depositor agrees to collaborate in the interview and/or visit process, providing all the information requested about the company or business.

The Depositor acknowledges and authorizes the Cooperative to investigate the operation of the entity with external sources. Among the inquiries that the Cooperative may carry out are included: credit report, bank references, verification with state and federal government agencies of licenses and permits to operate. The results of the interview and/or visit, as well as the inquiry with external sources, may provide the basis for the cancellation of the Account and the Depositor acknowledges that the Cooperative reserves the right to indicate the source of information on which its decision was based.

The Depositor agrees to provide, at the request of the Cooperative, all the information of the entity, as well as that of its representatives, authorized parties and beneficial owners. This information includes, without being understood as a limitation to: source of income, licenses and permits, origin of the funds to be deposited in the Account and any other necessary information.

**9. Changes in the Structure or Activity of the Business:** The Depositor and/or authorized signatures will notify the Cooperative by submitting a Corporate Resolution or affidavit of any change in the officers, in the authorized signatures and in the beneficial owners. The Cooperative is hereby exonerated from responsibility in accepting the signature of persons whose change has not been notified in accordance with the aforementioned. The Depositor agrees to notify the Cooperative of any additional commercial activity incorporated into his entity or business that was not previously reported. The Cooperative reserves the discretion to require the presentation of licenses and permits that prove to be legally authorized. The Depositor accepts that the account will be blocked or canceled if, at the request of the Cooperative, does not report the new commercial activity and/or does not provide the requested documents.

**10. Change in Address:** The depositor shall notify the Cooperative, any change in the address in which the Account Statements are frequently mailed. The change will be effective the next business day following the receipt of the notification by the Cooperative. The Depositor accepts that the Cooperative will not be held responsible for delays in the receipt of the Account Statement or any other notice or mail in case the change in address has not been informed.

**11. Death-Individual:** In the occurrence of the death of an authorized signature or beneficial owners, the entity should present a new Corporate Resolution with the change and/or elimination of the deceased signatory.

**12. Lien:** This Account is subject to the dispositions of the Act Number 255 of October 28<sup>th</sup> 2002. According to the Law, the funds deposited in the Account will be lien to the limit of the debts the depositors has with the Cooperative, until such debts subsists in all or in part.

**13. Setoff:** As guaranty for the payment of the obligations of the Depositor under this Agreement, as well as with respect to any other obligation or debt due and payable by the Depositor, the Cooperative will have, and through this Agreement is granted, a right of setoff with respect to all the money, assets or any other property of the Depositor that is presently deposited at the Cooperative or that may be deposited in the future or which in any other way may be or becomes under the possession or control of the Cooperative. The Cooperative, at its discretion, at any time, with or without notice to the Depositor, may apply as payment or reduction for any obligation of the Depositor the whole or part of such amounts, assets or property and the Depositor, with full knowledge of the right of compensation herein conferred, acknowledges that any overdraft produced as a result of the Cooperative having exercised such right, is attributable exclusively to his acts upon drawing against funds subject to compensation.

**14. Order of Seizure:** Subject to the provisions of the Act Number 255 of October 28<sup>th</sup> 2002, the shares, deposits and other funds are not subject to seizure to satisfy a debt different from the contracted with the Cooperative up to the amount contracted with the Cooperative at the date of the judicial sentence.

The Depositor agrees and recognizes that upon a summon of an order of request of seizure issued by a court with jurisdiction or a competent authority (including, but not limited to, the Department of Treasury and the Federal Internal Revenue Services), the Cooperative will freeze and/or deliver the funds available in the Account at the moment of the summon, according to the terms of the order of request of seizure and without the need to send previous notice to the Depositor.

The Cooperative is not in the obligation to oppose, contradict or confute the terms of an order or request of seizure or to allege any defense that the Depositor might have against the person or entity promoting the order or request of seizure. The Cooperative will strictly comply with the terms of any order or request of seizure until being summoned with a relief or a resolution issued by the court or authority that issued the order or request of seizure leaving it without effect.

If the order or request of seizure is issued against the funds of any of the Depositors of an indistinct account (and/or), the Cooperative will proceed with the freezing and/or delivery of such funds, according to the terms of the order or request, without the need to make any determination of the ownership of the funds or the source of the order or request.

Any seizure, pledge or lien against the account is subordinated to the rights of the Cooperative to setoff and interests guaranteed.

**15. Right to Privacy:** The Cooperative respects the right to privacy of our Depositor and will only offer information with your express authorization. Notwithstanding, we may share information of your account or any transaction between the depositor and the Cooperative to comply with a order or requirement of information from governmental agencies or a court with jurisdiction or when the Depositor authorizes it by writing.

**16. Release of Liability:** The Cooperative will not be held responsible of the breach of any of the disposition of this Agreement, if such breach is caused, totally or partially, by circumstances out of the Cooperatives control and responsibility, including but no limited to: a fail in the communications, electrical power outage, explosion, accident, fire, flood or any act of God. In case of the occurrence of any of such events, the Cooperatives responsibility will be limited to reestablish the services as soon as deem possible, under the circumstances.

**17. Severability:** Should any clause or provision of this Agreement become void or ineffective under any law or regulation, such event will not affect the validity or effectiveness of the remaining clauses and provisions of this Agreement.

**18. Jurisdiction:** This Agreement, as well as any claim or controversy arising with respect to the same, will be governed and interpreted according to the laws of the Commonwealth of Puerto Rico.

**19. Shares and Deposit Insurance:** The funds deposited in the Account are not insured by the federal government. In case of insolvency the federal government will not insure nor guarantee your funds in this institution. The Cooperative is insured by the Public Corporation for the Supervision and Insurance of Cooperatives (COSSEC) up to the aggregate limit of \$250,000.00.

### **FUNDS AVAILABILITY**

The policy of the Cooperativa de Ahorro y Crédito De Cabo Rojo shall be to delay the availability of the funds deposited by checks to your account. The funds will be retained according to the scheduled explained later, and during such period, you may not use these funds and the Cooperative shall have the discretion to pay drafts issued against such funds.

#### **DETERMINATION OF AVAILABILITY OF FUNDS**

The availability of funds represented by the checks deposited in the account shall be determined according to the location of the bank or cooperative where the check was issued. The retention period commences on the day the cooperative has possession of the effects contained in your deposit and concludes according to the place or nature of the effects deposited.

Although the cooperative may grant immediate availability to your funds, this will not be interpreted as a renounce of our rights under the current regulation.

The deposit day shall be the business day during which the cooperative offers its normal services to the public commencing in the hour we start operations to accept deposits to the hour we close operations for such business day, as long the deposit is handled personally to our teller or an official of the cooperative before 3:00pm. In case the deposit is made in the urns available in the cooperative, received through mail or after 3:00pm, the deposit date shall be the next business day our personnel process your transaction.

Every day, except Saturdays, Sundays and holidays are considered business days for the purpose of determining the availability of funds. Although the Cooperative offers public services on Saturday, Sundays and holidays, these are not considered business days.

**1. Immediate Availability:** The funds represented by the following items shall have immediate availability, after the deposit: cash, electronic fund transfers, direct deposits or checks issued by our Institution.

**2. Next Business Day Availability:** The funds represented by the following items shall have be available on the next business day after the deposit: checks payable to the owner of the account (first endorsement), such as: US Treasury Checks, Federal Reserve Bank Checks, Federal Home Loan Bank Checks and Postal Money Orders, checks issued by the Government of the Commonwealth of Puerto Rico, its agencies and municipalities, and the bankers checks, managers checks and certified checks payables to the owner of the account and the wire transfers, including preauthorized credits such as Social Security benefits or payroll payments.

Those deposits not made in person or to an employee of the Cooperative, may be available the second business day. Example: sent though mail, night deposits and those made though our deposit urns located in the Institution.

The deposits not available immediately, shall have availability of funds according to the locations of the drawing bank, nevertheless the regulations grants two hundred twenty five dollars (\$225) of the available amount for availability on the next business day.

**3. Second Day Availability:** Deposits not made in person to an employee of the Cooperativa may be available in the second business day after the deposit. The regulations grants four hundred fifty dollars (\$450) of the available amount for availability in the second business day.

**4. Third Day Availability:** The remainder of the deposited funds, up to a maximum of five thousand five hundred twenty-five dollars (\$ 5,525) (\$5,525).

**5. Availability Delayed for Extended Period:** The funds in checkks deposited to your account may be retained for longer periods on the later mentioned cases.

The Cooperative will notify the Depositor in writinf in case the Institution invokes one of the conditions recognized for the retention of funds and will indicate when they're available:

- If you deposit checks totaling more than \$5,525, the availability of the excess of this amount might be delayed for a longer period.
- If you deposit a check that has been previously returned unpaid.
- If we believe that a check you deposit will not be paid.
- If you have repeatedly overdrawn your account during the preceding six (6) months.
- If there is an emergency, such as failure of the Cooperative's communications or computer equipment, stop payments by other institutions, war or other fortuitous emergency, including hurricanes, earthquakes or pandemic.

**6. Availability of Funds for New Accounts:** If you are a new client in our Cooperative the following rules will apply during the first thirty (30) days after opening your account:

- Funds received in your account through electronic transfers (direct deposit), will be available for withdrawal the same day as of the deposit.
- Funds related to deposits in cash, wire transfers, money orders, travelers checks, managers checks, checks from the federal, state or municipal government, its agencies or instrumentalities payable to the owner of the account, will be available for withdrawal the next business day after the deposit.
- Funds of other deposits in checks will be available the ninth (9) business day after the deposit.

**7. Notification of the Delayed Availability:** In any of the preceding cases, the Cooperative will notify their decision to delay the availability of funds deposited. The reasons and availability date will be indicated to the depositor for a period no longer than nine (9) business days after the deposit. Under the exceptions related to emergencies, the days will start counting after the end of the emergency .

**8. Retention of Other Funds:** If the Cooperative accepts check deposits drawn against other banks, we may grant immediate availability to these funds, but we may reserve the right to delay the availability of funds from other accounts you hold in the Cooperative for the amount of the deposit.

**9. Deposits Made Through Automated Teller Machines (ATM):** If the automated teller machine is located in the premises of the Cooperative the funds deposited on or before 2:00pm, will be considered under the terms of this disclosure as the day of deposit. If the deposit is made after such hour, the Cooperative will consider the deposit as made on the next business day.

### **ELECTRONIC FUNDS TRANSFER**

**General Statement:** In compliance with the requirements of the federal law known as "Electronic Funds Transfer Act" and with Regulation E promulgated by the Act, the Cooperative discloses the terms and conditions applicable to the electronic funds services and to the use of the access device (the "Card"). The provisions of Regulation E, which regulates electronic fund transfers in individual accounts and the liability of financial institutions and consumers for unauthorized use, do not apply to Commercial Accounts.

**1. Account Deposits:** The credits will be made in the Account the Depositor establishes in the authorization documents required to participate in Direct Deposits programs.

**2. Pre-authorized Withdrawals:** The Cooperative will process preauthorized transfers from the Depositors Account, as long it has been previously authorized by writing and there are funds available in the Account. Withdrawals, debits or electronic payments originated by other institutions or businesses will be understood as pre-authorized by the Depositor.

**3. Pre-authorized Direct Deposits:** The credits will be made in the Account the Depositor establishes in the authorization documents required to participate in Direct Deposits programs.

**4. Payment or Deposit Credited:** The date in which the payment or deposit will be credited to the Depositor is the effective date established by the agency processing the payment.

**5. Stop Payments of Pre-authorized Withdrawals:** In the event that the Depositor wishes to issue a stop payment of a previously authorized electronic transfer, the Depositor will notify in writing at least three (3) business days prior to the scheduled date in the calendar of the pre-authorized transfer. The Cooperative will be liable to the member or Depositor for the damages caused by failing to make a stop payment of an authorized transfer as long as the Depositor has notified it as provided in this document. In the case of pre-authorized withdrawals from other institutions the Depositor must suspend or cancel the withdrawal with them.

The Cooperative will not be responsible for the suspension of the withdrawal or payment or for damages caused by the transaction processing.

### **DEBIT CARD**

The Debit Card or Debit Mastercard, hereinafter "Card", allows you to access the funds available in your checking account through ATMs or points of sale (POS). The acceptance and/or use of the Card by the "Holder", will constitute their acceptance of the following terms and conditions:

**1. Property of the Cooperative:** The Card is the exclusive property of the Cooperative and we reserve the right, without prior notice, to cancel it when the Depositor uses it in contravention of the rules agreed here or that may be agreed in the future.

**2. Card Validation:** We provide you with a card to access your account at ATMs and points of sale (POS). Before using the Card, the Depositor must validate it at our offices. Each depositor will assign a secret number, with which the card will be validated. The Depositor will not be able to use his card until it is validated.

The Holder acknowledges that the Cooperative is providing this service to its business, as a service linked to this agreement only and, except for the exceptions established by law, the Cooperative is not responsible for the way in which the cards are used.

**3. Issuance of Cards:** The Depositor may request the issuance of additional cards in the name of the persons authorized in the Account, up to a maximum of two (2) Regular ATH and one (1) Debit Mastercard. The Cooperative will be authorized to recognize as valid the requested and authorized cards and the secret number selected by each cardholder, in the case of withdrawals or transfers of funds made in relation to the Account. Anyone who is granted the use of the Cards will be considered the third beneficiary of the agreement extended here under the terms and conditions of this Agreement. Consequently, they are jointly and severally liable with the Account owner for any debit made under the additional card issued, be it authorized or unauthorized debit and whether caused by lost or stolen Cards.

**4. Secret Number:** The Depositor will select the personal identification number ("Secret Number") that will allow him to use the Card at ATMs and points of sale (POS) and the Cooperative may or may not approve the number of cards that the Depositor requests. The Depositor agrees to maintain the confidentiality of the secret number that he selects in order to avoid electronic transfers by unauthorized persons. For this reason, the Depositor agrees not to carry the secret number written on or next to the Card or in any other place, it also agrees not to share the secret number with third parties.

**5. Use of the Card:** The Depositor may use the Card at any automatic teller machine or point of sale (POS), provided that all transactions carried out will be subject to electronic verification instantly or later (manually). The Cooperative will not be responsible for the acceptance or non-acceptance of the Card at the points of sale or any other establishment.

Transactions through ATMs will only be made against available funds, sufficient to cover the amount thereof and if there are no such funds, the Depositor will refrain from using the Card. Any debit from the Account that corresponds to funds withdrawn through the use of the Card and the secret number will be valid and the Depositor will be responsible to the Cooperative for any overdraft that arises or amount that exceeds the balance of funds available in the Account due to said debits.

The Depositor declares and guarantees, on his own behalf and on behalf of the authorized persons, that the Cards will only be used for personal purposes. The use of the Card by other people than the Depositor, will be understood as an authorization of the latter for the use of the Account.

**6. Debit Mastercard:** The Debit Mastercard is not a credit card, all transactions made with it will be debited from your Account. Purchases or cash withdrawals will be debited from the Account once the business or institution where the transaction was made submits the payment order to the Cooperative. In the case of a business or financial institution, where the Depositor presents the Debit Mastercard, obtains the authorization of the Cooperative to accept one or more payment orders, the charge for the payment of the orders may be temporarily withheld, such retention could delay up to twenty (20) business days. The Cooperative will not be able to release previously authorized payment orders. The Depositor relieves the Cooperative of any responsibility for withholdings or debits made in relation to authorized payment orders that are not subsequently issued. Payment orders corresponding to transactions made with the Debit Mastercard will not be subject to stop payments.

**7. Limit on Withdrawals:** Cash withdrawals from the account will proceed according to the availability of funds in it. Cash withdrawals through the use of ATMs may not exceed \$500.00 per day on business days and use at points of sale (POS) will be up to the amount available in your account.

For purpose of this section, the effective date for transactions made through an ATM machine located at our main office or off-premises after 3:00pm or a non-business day will be processed the next business day.

**8. Responsibility and Promise of Payment:** The Holder will be responsible for all ATM withdrawal transactions and purchases made with the Card. The provisions of Regulation E, which regulates electronic fund transfers in individual accounts and the liability of financial institutions and consumers for unauthorized use, do not apply to Commercial Accounts. Any debit to the Account that corresponds to funds withdrawn through the use of the Card and the secret number, in the case of the Regular ATH, will be understood as authorized. In the case of the Debit Mastercard, any debit to the Account that corresponds to funds withdrawn through electronic transactions in which the card number and security number are provided, will be understood as authorized. The following transactions are not considered unauthorized transactions under this agreement, which means that you will be responsible for all transactions:

- Made by a cardholder or person authorized by a cardholder, or another person who has an interest in the account or authority to perform operations on the account.
- Made by a person who you have authorized to use your card, even if that person has exceeded the authority that you granted.
- A transaction that a commercial establishment has processed by mistake, or a transaction in which you are not satisfied with the products or services received. In these cases, you must first contact the business establishment to resolve the situation.
- Inadequate internal control in your organization.

If the Depositor believes that the Card has been lost, stolen or that the Card or secret number has been or may be used by an unauthorized person, must immediately inform the Cooperative, within working hours, by telephone call to **787.851.1337**, to proceed with the cancellation of the Card. Outside business hours, the Depositor may cancel the Card through the Internet Banking service or through the Telecoop service at **787.851.1377** or **1378**. In this case, the Depositor must contact the Cooperative the next business day to confirm the cancellation of the Card. If the Depositor notifies the Cooperative within a term of two (2) working days from when becomes aware of theft, loss or unauthorized use of the Card or secret number, the maximum liability will be \$50.00.

**9. Errors in your Transaction Receipt or Account Statement:** The Depositor must communicate by written notification, in any case that he understands that there is an error in the receipt issued by the ATM or in the account statement, identifies any unauthorized transaction or has questions about your statement. The Cooperative may require that you provide documentation to support your claim, which could include an unauthorized use affidavit and a police report. In addition, it will be analyzed whether there is any type of negligence on the part of the cardholders that has contributed to the transaction in question.

The Cooperative must receive your claim in writing within sixty (60) days following the date of sending the statement of account where the error appears for the first time. If the Depositor makes the claim by phone, by calling **787.851.1337**, to safeguard the rights, must confirm in writing within ten (10) following business days. To process the claim it is necessary to provide your name, account number, reason for your claim and the amount of your claim. The claim can be delivered to any of our branches or sent by mail to the following address:

**Cooperativa de Ahorro y Crédito de Cabo Rojo  
PO Box 99**

**Cabo Rojo, Puerto Rico, 00623**

or through email: [sistemas@caborojocoop.com](mailto:sistemas@caborojocoop.com).

**10. Debit Mastercard Claims:** Claims for transactions made with the Mastercard Debit Card, the Depositor will have a chargeback of fifty dollars (**\$50.00**) for the processing of the claim.

**11. Failures in the System or Communication:** The Depositor acknowledges that the ATMs and points of sale (POS) constitute a mechanical operation and as such, their operation is beyond the control of the Cooperative and the Card may sometimes be retained and / or the transaction cannot be completed. The Cooperative reserves the right to allow money withdrawal transactions through ATMs when they are not in direct communication with the central computer of the system.

**12. Services:** The Cooperative will not be responsible for the acceptance or non-acceptance of the Card at the points of sale or any other establishment. The Depositor must register for the Internet Banking, Telecoop, Textcoop and Notification System services when holding a Card. Through these electronic services, the Depositor will have access to his Account information outside of the Cooperative's working hours. In the event that the Depositor is the holder of a Debit Mastercard, he will have to register for the electronic services of Textcoop and the Notification System. The Debit Mastercard may be blocked or canceled by the Cooperative, without prior notification to the Depositor, if the Depositor does not sign up for the aforementioned electronic services.

**13. Cost of Using ATMs:** The Depositor may be subject to a service charge for the use of an ATM that does not belong to the Cooperative. This charge will be established by the financial institution, owner or administrator of the ATM used.

**14. Card Cancellation:** The privileges to use the Card will automatically terminate on its expiration date or on the date the Account is closed by the Depositor unless previously suspended by the Cooperative.

## ELECTRONIC SERVICES

The electronic services available to access your account information and / or carry out certain transactions through a computer, telephone or mobile device are:

- Telecoop
- Home Banking
- Textcoop
- Notification System
- Ath Móvil

To subscribe to the services of Telecoop, Textcoop and / or Notification System, you must visit or contact any of our branches or through the email [systems@caborojocoop.com](mailto:systems@caborojocoop.com). For the Home Banking service, you must access the page [www.caborojocoop.com](http://www.caborojocoop.com). For the Ath Movil service, you must access the page [www.athmovil.com](http://www.athmovil.com).

## TERMS AND CONDITIONS

If you complete the enrollment process for any of the electronic services mentioned above, you will have confirmed that you have reviewed and approved the terms of use for each service. The use of electronic services to access any of your accounts constitutes an additional confirmation of your acceptance of the terms and conditions of each service.

**1. Responsibility:** You are responsible for providing your correct contact information or notifying of any changes, providing incorrect information or failing to notify changes in your information, could result in the delay of access to electronic services. The Cooperative is not responsible for delays in the use of services by you providing incorrect information or not notifying the changes.

The Cooperative is not responsible for the degree of compatibility of your equipment or for the costs or expenses associated with its installation, use or maintenance. You are responsible for maintaining an equipment that is compatible with the specifications required by the electronic services you sign up for.

**2. Availability of Services:** You accept that the availability of electronic services will depend, among other factors, on the availability and continuous operation of the computerized system and the communications processing line of the Cooperative, your Internet service provider, your browser, your personal equipment, your access equipment and telephone or electrical lines. In case of any interruption, the Cooperative will not assume legal responsibility for it.

**3. Information Update:** The Cooperative agrees to periodically update the information that you will obtain through electronic services. However, you acknowledge and agree that the Cooperative is in no way obligated to make such updates at specific times of the day or following a specific itinerary. The balances shown by your account may differ from the one shown in your reports, due to transactions that may be in process.

#### ELECTRONIC ACCOUNT STATEMENTS

If you accept electronic statements:

- You agree to access your account statement through Home Banking
- The types of accounts accessible are: checking account, savings account, shares account, Xmas accounts and Vera Coop.
- You will receive a monthly notification of the availability of the account statement to the email address provided by you.
- You are responsible for maintaining a valid email address registered with Home Banking for your accounts.
- You will have the right to withdraw your consent to receive the statements electronically and start receiving them on paper, at any time. This change will be effective 30 days later.
- You will be able to print or download the account statements for the last twelve (12) months.

#### NOTIFICATION SYSTEM

**1. Notifications:** I acknowledge and agree that I will receive a notification via text message and / or email each time any of my accounts at Cabo Rojo Coop have transactions, whether debit or credit. This notification will contain information related to the type of transaction carried out, amount, date, time, place where the transaction was carried out, balance after the transaction and the available balance.

**2. Service Availability:** I understand that the notification system is free, which is expected to be 99.9% of the time available, however, it will depend on the availability of computer resources and that the internet connections are working. Depending on the volume of notifications, or the availability of the systems, on some occasions you could receive group notifications ("batch") immediately, communications are reestablished (not necessarily at the time it was performed).

**3. Release of Responsibility:** You release the Cooperative of any present or future claim that may have as a consequence of sending the information through the notification system.

**4. Change of Information:** I promise to notify the Cooperative of any change that arises in my email and / or in my telephone number or cellular service company. If any change arises and you have not been informed, the Cooperative may suspend your registration to the notification system, immediately receive a rejection from the service provider.