



ORIENTAL BANK VISA INFINITE, VISA PUNTOS, VISA GARANTIZADA and MASTERCARD GOLD REVOLVING ACCOUNT PLAN AGREEMENT (THE “AGREEMENT”)

Use of the VISA Infinite, VISA Puntos, VISA Garantizada, and MasterCard Gold credit cards (regarding any and all cards issued under this agreement, the “Card”) issued by Oriental Bank (“Oriental” or the “Bank”) to the person(s) for which a revolving account is established under this Agreement (jointly and severally, if more than one, the “Cardholder” or “You”), shall be governed by the following terms and conditions and by the provisions of the disclosures applicable to the Card that you have been issued by Oriental (“Disclosure”), provided with this agreement and which constitutes an integral part of this agreement, as if reproduced in full herein (this agreement and the Disclosure, as both may be amended from time to time, hereinafter the “Agreement”).

The Cardholder may use the Card to: purchase, rent or lease goods or services (“Purchases”) from establishments that honor the Card; to obtain cash advances from the Bank or from any other bank that honors the Card, subject to limits set from time to time by the Bank or affiliated bank where the Card is presented (including convenience checks, as applicable, “Cash Advances”); to make balance transfers from other institutions (“Balance Transfers”). The Card may only be used for personal, family or household purposes. The Card shall not be used for business or corporate purposes or as a means of payment for any illegal purchase or transaction.

The Cardholder shall owe and promises to pay the Bank the amounts charged to the revolving account that is the subject of this Agreement (“Account”), for the use of the Card as payment for Purchases, to receive Cash Advances (including convenience checks), and to make Balance Transfers, plus FINANCE CHARGES and any other applicable charge, which sums shall be payable in full or in monthly installments in legal tender of the United States of America (“USA”), pursuant to the provisions of this Agreement.

CREDIT LIMIT: You agree that the Bank, for your convenience, will establish a credit limit and that any Purchases, Cash Advances, and Balance Transfers that you charge against your Account will never exceed your credit limit. When you receive your Card, you will be informed of your credit limit, which will also be included on every regular account statement (“Account Statement”) we send you. You agree that the Bank may change your credit limit from time to time, based on the assessment of your creditworthiness or payment history. You are responsible for keeping an eye on your current credit limit from time to time (“Credit Limit”), on your account balance, and for making sure you do not exceed the Credit Limit. If you exceed your Credit Limit, the Bank shall have the right to cancel your Card, require its return or confiscate it, and close the Account. Any amount over your Credit Limit will become immediately payable by you. The minimum payment will include any amount over your authorized Credit Limit.

FINANCE CHARGES AND METHOD USED TO DETERMINE THE BALANCE ON WHICH THEY ARE CALCULATED: FINANCE CHARGES are computed only on the principal balance, pursuant to the following: **Purchases:** A FINANCE CHARGE shall be

assessed on Purchases charged to this Account by applying the monthly Periodic Rate for Purchases shown on the Disclosure to the average daily balance outstanding for Purchases (including new purchases) during the cycle reflected in the monthly Account Statement (the “Average Daily Balance for Purchases”). The annual percentage rate (“APR”) shall be the one shown on the Disclosure for Purchases. **Cash Advances (including convenience checks):** A FINANCE CHARGE shall be assessed on Cash Advances (including convenience checks) charged to this Account by applying the monthly Periodic Rate for Cash Advances shown on the Disclosure to the average daily balance outstanding for Cash Advances for the cycle reflected in the monthly Account statement (“Average Daily Balance for Cash Advances”). The APR shall be the one shown on the Disclosure for Cash Advances. **Balance Transfers:** A FINANCE CHARGE shall be assessed on Balance Transfers charged to this Account by applying the monthly Periodic Rate for Balance Transfers shown on the Disclosure to the average daily balance outstanding for Balance Transfers for the cycle reflected in the monthly Account statement (“Average Daily Balance for Balance Transfers”). The APR shall be the one shown on the Disclosure for Cash Advances.

We obtain the Average Daily Balance for each part: (i) by taking the beginning balance for the appropriate part each day of the billing period, subtracting any payments and credits made during the day, and adding any Purchases (for the computation of the Average Daily Balance for Purchases), Cash Advances (for the computation of the Average Daily Balance for Cash Advances), Balance Transfers (for the computation of the Average Daily Balance for Balance Transfers), and miscellaneous debits posted during the day, which gives us the “balance owed each day in the billing period” for each part (Purchases, Cash Advances, or Balance Transfers); and (ii) then, for every part, all “balances owed each day in the billing period” are added and the total is divided by the number of days in the period; the result is the Average Daily Balance for each part. No FINANCE CHARGE will be assessed on Purchases for billing periods where there is no previous outstanding balance, provided that the total Account balance, including Purchases, Cash Advances and Balance Transfers made during the previous period, is paid or credited in full by the payment due date or if the only outstanding balance relates to a deferred payment or deferred interest offer. There will be no grace period for Cash Advances or Balance Transfers from other institutions. FINANCE CHARGES on Cash Advances (including convenience checks) and Balance Transfers shall be assessed from the date the advances are paid. FINANCE CHARGES on Purchases shall be assessed from the date the Bank pays the seller or person who renders the services.

For more information about fees, rates applicable to Purchases, Cash Advances, Balance Transfers, and their respective APRs, other rates and APRs relating to offers (if any), and any other information regarding the approved Card, please see the Disclosure.

MINIMUM MONTHLY PAYMENT: You may pay the new balance in full or in monthly installments, which shall be for an amount equal to or higher than the minimum payment, as stated below (the “Minimum Payment”). If the outstanding total balance for Purchases is paid in full within 21 days of the date the Account Statement was sent, no finance charges will be assessed on the balance paid. The Minimum Payment is the sum of the Current Minimum Payment plus any amount over your authorized credit limit. The Current Minimum Payment will be calculated based on the outstanding balance as shown below (please see the table for the Card issued to You).

VISA PUNTOS & VISA GARANTIZADA

Current Outstanding Balance:	Minimum Payment:
\$ 10.00 or less	Total Balance
\$ 10.01 to \$ 240.00	\$10.00
\$ 240.01 to \$ 2,000.00	1/30 *
\$ 2,000.01 to \$ 4,000.00	1/36 *
\$ 4,000.01 or more	1/48 *

* Of the new total balance.

MASTERCARD GOLD

Current Outstanding Balance:	Minimum Payment:
\$9.99 or less	Total Balance
\$10.00 to \$360.00	\$10.00
\$360.01 to \$4,999.99	1/36*
\$5,000.00 or more	1/48*

* Of the new total balance.

VISA INFINITE

2% of the balance or \$20, whichever is higher.

In addition to the Current Minimum Payment as shown on the Monthly Account Statement, the Cardholder will be billed, and he/she must pay by the Minimum Payment due date every month, any amount related to late payments or amounts charged by the Cardholder over the authorized Credit Limit. The Cardholder may pay the total outstanding amount at any time.

APPLICATION OF PAYMENTS: If you pay the Minimum Payment shown on the monthly Account Statement, it will be applied in the following order: (1) to FINANCE CHARGES; (2) to the outstanding balance for Purchases; and (3) to the balance for Cash Advances (including transfers to other institutions and convenience checks). As for payments that are greater than the Minimum Payment required, the excess amount will be applied to the outstanding balance with the highest APR and any remaining amount of such excess will be applied to other balances in descending order, based on the applicable APR. Your payment will be credited as of the date of receipt if it is received at the address on the Account Statement, if made by a check from a bank in Puerto Rico or the USA and you include the payment coupon. If payment is made at a Bank branch, it will be credited the same day, if made in cash or using a check from a bank located in Puerto Rico or the USA before the branch closing time. Payments made using the Express Mailbox must come with the payment coupon, in order to be processed the same day. Electronic payments received before 6:00 PM from Monday to Friday (except holidays), will be processed the same day. If you make a payment on a Sunday or a holiday, your payment will be considered as made on time on the next working day.

MONTHLY ACCOUNT STATEMENT: The Bank will send you an Account Statement every month at the end of the billing period. Each Account Statement will have the following entries, as applicable: previous balance, payments, credits, debits, Purchases, Cash Advances, Balance Transfers, and convenience checks made during the billing period, the FINANCE CHARGE, the ANNUAL PERCENTAGE RATE, the new total balance, the minimum payment and the payment due date (“Account Statement”). You must notify the Bank in writing of any error in the Account Statement within sixty (60) days following the date the

Account Statement was sent to you. The Bank reserves the right to not send the Account Statement under the circumstances allowed by law, including billing periods at the end of which the Account has a balance of zero and there was no activity during the billing period; if the Account is deemed uncollectible by the Bank; if legal action to collect an outstanding debt has been filed, or when the law prohibits the Account Statement to be sent.

DEFAULT: You will have defaulted on this Agreement, if you do not make any payment on time, if you file for bankruptcy, if you exceed your credit limit without Bank authorization or if you do not comply with any other provision in this Agreement. Without limitation to any other rights under this Agreement or under applicable law, in case of default, the Bank may demand payment of the entire outstanding balance. If the Bank is forced to collect from you through a legal procedure, you may also incur legal expenses and attorney fees, as well as any other amounts allowed by law.

In addition, if the Bank does not receive the Minimum Payment within sixty (60) days from its due date, the APR applicable to existing balances and to new Purchases, Cash Advances (including convenience checks) and Balance Transfers will increase to the default penalty rate shown on the Disclosure (“Penalty Rate”). In such a case, the Penalty Rate will be effective from the billing period or cycle beginning forty-five (45) days after the date we notify you of the application of the Penalty Rate. The Penalty Rate will apply to transactions made beginning fifteen (15) days after the appropriate notice. The Penalty Rate will cease to be applied after the Bank has received six (6) consecutive payments for at least the Minimum Payment by their due date, starting with the first payment due after the effective date of the rate increase. After the suspension of the Penalty Rate, the regular rate stated in the Disclosure will apply, but any promotional or special rate will not apply.

ANNUAL FEE: For the ANNUAL FEE that applies to your Card, please see the Disclosure.

CURRENCY CONVERSION FEE: Any transaction made in foreign currency will be shown in U.S. dollars in your Account Statement. The conversion from foreign currency to U.S. dollars will be done by Visa International Service Association (“Visa International”) or MasterCard International Inc. (the “Association”), depending on which Card you have acquired (VISA or MasterCard). The foreign currency conversion will be done by using:

a) An applicable rate of exchange selected by the Association amongst the various rates available in the foreign exchange market at the date your transaction is processed. The exchange rate used by the Association for this purpose could be different from the rate obtained by the Association itself, or

b) The exchange rate determined by the applicable government the date your transaction is processed.

Visa International will assess a Currency Conversion Fee equal to 1% of the transaction amount in foreign currency. MasterCard International will assess a Currency Conversion Fee equal to .8% of the transaction amount in foreign currency.

JOINT ACCOUNTS: Each person that holds a Card issued under this Agreement will be jointly liable for payment in full for any Purchases, Cash Advances, Balance Transfers, and transactions made with convenience checks from his/her Card. The Bank may require the appearance and signature of all Cardholders, in order to process certain

instructions or requests, including, but not limited to (i) a request to increase or decrease the line of credit, (ii) the issue of additional Cards, and (iii) a change in billing address. To the extent allowed by applicable law and regulations, You agree to indemnify and hold harmless the Bank, its parent company, affiliates, subsidiaries, directors, officials, employees and representatives from any liability for damage, loss or expenses arising from any action carried out by the Bank in compliance with instructions provided by any of the Cardholders.

LOST OR STOLEN CARD: If the Card is lost or stolen or if you think someone might use it without your authorization, you should immediately notify the Bank and complete and file any forms, complaints, statements or information that the Bank may require from you. In case of loss, theft or potential unauthorized use, you may be liable for the unauthorized use of the Card for up to \$50.00, unless you have notified the Bank of the loss, theft or potential unauthorized use of the Card prior to any Purchase or Cash Advance, by calling toll free at 1-877-541-5739 or international at 1-866-839-3485.

YOUR BILLING RIGHTS: This notice contains important information about your rights and the Bank responsibilities under the Fair Credit Billing Act. We encourage you to keep it for future reference.

WHAT TO DO IF YOU FIND AN ERROR ON YOUR ACCOUNT STATEMENT: Notify us in case of any error or questions about your Account Statement. If you think your Account Statement is incorrect or if you need more information about a transaction on your Account Statement, write to the Bank (on a separate sheet of paper) at the address indicated on your Account Statement, as soon as possible. The Bank must receive your letter no later than sixty (60) days after we sent you the first Account Statement on which the error or problem appeared. You may contact the Bank by phone, but doing so will not preserve your rights. In your letter, provide the following information: (i) your name and Account number, (ii) the dollar amount of the suspected error, and (iii) describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the entry you are unsure about. If you have authorized the Bank to pay your Account Statement automatically from your checking or savings account, you can stop the payment on any amount you think is incorrect. To stop the payment, your letter must be received by the Bank at least three (3) business days before the automatic payment is scheduled to be made.

YOUR RIGHTS AND THE RESPONSIBILITIES OF THE BANK AFTER RECEIVING YOUR WRITTEN NOTICE: When the Bank receives your written communication, there are two things we must do: (i) within 30 days of receiving your letter, the Bank will acknowledge receipt; the Bank will also tell you if the error has been already corrected; (ii) within 90 days of receiving your letter, the Bank must either correct the error or provide you an explanation as to why we believe the Account Statement is correct.

While we investigate whether it is an error or not: (i) the Bank cannot try to collect from you the amount in question or report your Account as delinquent on that amount; (ii) the charge in question may remain on your Account Statement and we may continue to charge you interest on that amount; (iii) while you do not have to pay the amount in question, you are responsible for the remainder of the balance; (iv) the Bank may apply any unpaid amount against your credit limit.

After we finish the investigation, one of two things will happen: (i) If we made a mistake, you will not have to pay the amount in question or any interest or fee related to it. If the Bank does not think there was an error, you will have to pay the amount in question, along with applicable

interest and fees. The Bank will send you an Account Statement of the amount you owe and the date payment is due. The Bank then may report your Account as delinquent, if you do not pay the amount the Bank believes you owe. If you receive our explanation but you still believe that the Account Statement is wrong, you must send the Bank a written communication within the next ten (10) days notifying us that you still refuse to pay. If you do so, the Bank cannot report your Account as delinquent without also reporting that there is a dispute over your Account Statement.

Also, the Bank will tell you the name of all the people or entities to which the Bank reported your delinquent Account, and will also tell those people or entities when your claim has been settled.

If the Bank does not follow the rules above, then it cannot collect from you the first \$50.00 of the disputed amount, even if your Account Statement is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT PURCHASE: If you are not satisfied with the goods or services purchased with your Card and, provided you have tried in good faith to correct the problem with the merchant or seller, you may have the right not to pay the remaining amount due on the merchandise or service. There are two limitations to this right: (i) you must have made the purchase in Puerto Rico or, if not in Puerto Rico, within one hundred (100) miles of your mailing address, and the Purchase price must be more than \$50; (ii) you must have used the Card for the purchase (purchases made with cash advances from an automated teller machine (ATM) or with a check that accesses your Card Account do not qualify); and (iii) you must not yet have fully paid for the Purchase. These limitations do not apply if the business is owned or controlled by the Bank, or if the Bank sent you the advertisement or promotion for the goods or services. If all of these criteria are met and you are still dissatisfied with the Purchase, write to us at the address shown above. While we investigate, the same rules stated previously regarding the disputed amount apply. After we finish the investigation, we will notify you our decision. Then, if we believe that you owe any amount and you do not pay, we may report your Account as delinquent.

AMENDMENTS: The Bank reserves the right to amend this Agreement, including the ANNUAL PERCENTAGE RATE, FINANCE CHARGES, the annual fee, an increase in the minimum payment required, and other fees and terms of this Agreement that constitute significant changes, as defined by law or regulation, at any time, by written notice to the Cardholder not less than forty-five (45) days before the effective date of the amendment, except as otherwise allowed by applicable law or regulation; for accounts with more than one Cardholder, notice to any Cardholder shall be effective for all. Any other amendment that is not a significant change, as defined by law or regulation, may be notified by the Bank and shall be effective pursuant to the time schedule provided by such law or regulation. Any amendment to FINANCE CHARGES shall apply to Purchases, Cash Advances, (including convenience checks), and Balance Transfers made beginning on the effective date of the amendment.

RIGHT TO REJECT AMENDMENTS: If you are notified of an amendment and you are given the opportunity to reject it, you must follow the instructions on the notice. If the Bank does not receive the Minimum Payment required within sixty (60) days after its due date, you will not have the right to reject an amendment.

TERMINATION OF AGREEMENT, CARD CANCELLATION, AND TRANSACTION DENIAL: You may cancel this Agreement at

any time by notifying the Bank in writing and returning your Card cut in half. The Bank reserves the right to cancel the credit approved under the Card and may terminate this Agreement at any time. The Card is property of the Bank and the Bank may: (i) cancel or revoke your right to use it at any time, with or without cause, and without prior notice; (ii) suspend the use of the Card including, without limitation, for security reasons or if unusual or suspicious activity is detected in your Account, until the authenticity of the transaction is verified. The Bank may approve Purchases, Cash Advances (including transactions with convenience checks) and Balance Transfers that may exceed your credit limit, without waiving our rights under this Agreement.

The Bank may limit the number of Purchases, Cash Advances (including convenience checks), and Balance Transfers approved on any day and shall not be liable for transactions not approved by the Bank to a third party, even if you have available credit. You promise to return, upon request of the Bank, all Cards issued under this Agreement and to continue being responsible for payment of the entire balance owed at the time of cancellation. Your obligations under this Agreement shall continue in effect regarding any balance owed, even when this Agreement is terminated by You or the Bank or in any other way. The Bank may issue a different Card at any time.

INSURANCE: Any insurance coverage, including life, accidental death and dismemberment, disability, or involuntary unemployment, is optional and is not a condition to grant you credit.

MISCELLANEOUS PROVISIONS: Failure by the Bank to enforce any right under this Agreement shall not constitute a waiver of such right. If any clause or part of a clause of this Agreement is held by a court to be unlawful or invalid for any reason or if it becomes unenforceable as a result of a legal or regulatory provision, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

You understand and agree that these Cards may not be used for business or corporate purposes. The Bank, at its discretion, reserves the right to convert your account to any other type of revolving account at any time, provided that you meet all of the credit criteria established by the Bank for the new account.

You are not required to accept the Card, and you will not be responsible for any fee unless you elect to accept it by using it. **THE CARDHOLDER IS ENTITLED TO RESCIND THIS AGREEMENT IF, WITHIN FIFTEEN (15) DAYS OF RECEIVING IT AND WITHOUT USING THE CARD(S), THE CARDHOLDER NOTIFIES THE BANK IN WRITING.** Use of the Card by the Cardholder or by any person authorized by the Cardholder constitutes acceptance of the Card and of the terms and conditions of this Agreement by the Cardholder. If you do not wish to accept the Card, you must notify the Bank within fifteen (15) days of receiving it, without using the Card. To notify that you do not wish to accept the Card, you must call toll free at 1-877-541-5739 or international at 1-866-839-3485.

You authorize the Bank to investigate your credit references. The Bank reserves the right to issue or not issue, or to renew or not renew, the Card(s).

If there is a claim against a person or entity from whom merchandise or services were purchased by charges to the Card account, the Cardholder shall solve such disputes directly with the seller of the merchandise or services. In case of merchandise returns or adjustments to charges for

services, the Cardholder shall accept a credit to the Account in lieu of a cash refund.

This Agreement shall be governed and construed pursuant to the laws of the Commonwealth of Puerto Rico.

**Oriental Bank
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