

## ORIENTAL MOBILE BANKING END USER TERMS

The Oriental Mobile Banking service ("MB Service") is provided to you ("Customer", "you", "yours") by Oriental Bank ("Bank", "us", "our") and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and the Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

### SECTION A

1. **Mobile Banking Terms and Conditions.** Your use of the MB Service shall be subject to the *Oriental Online User Agreement* as supplemented by this *Oriental Mobile Banking End User Terms* (including this Section A and Section B below). To refer to the *Oriental Online User Agreement* please access [[orientalbank.com](http://orientalbank.com)] from your personal computer, mobile device or tablet with Internet connection. By enrolling and using the MB Service you accept the *Oriental Online User Agreement* and this *Oriental Mobile Banking End User Terms* (including this Section A and Section B, below) (together the "Agreement"). You agree and accept that the Agreement is provided to you in electronic format and that you shall comply with all other agreements related to the accounts that may be accessed by the MB Service, including, without limitation, the subject deposit account agreements and the mobile remote deposit services (know as FOTDepósito) terms and conditions described below, as applicable. By the Agreement you agree to the electronic transmission of personal financial information.

**2. Access to the MB Service.** You may access the MB Service using any of the following access methods:

**a User ID and Password.** You may access the MB Service by using the username ("User ID") and password ("Password") that you use to access the Banca por Internet de Oriental service.

**b Touch ID Functionality.** With certain iOS mobile devices with Touch ID functionality, which permits access to the device by use of a fingerprint, you may use Touch ID to access the MB Service for inquiry purposes. To authorize transactions that require monetary movement and to enable or disable Touch ID as an access method, however, the application will require your use of the User ID and Password. To use Touch ID, you must activate said functionality on your mobile device. Once configured in your mobile device, you must activate the Touch ID functionality in the settings area of the MB Service application. You acknowledge and accept that the use of the Touch ID functionality is at your own risk. The Bank does not retain or store fingerprints or other biometric information. The Bank will not be responsible or liable and you agree to hold it harmless from and indemnify it for any losses, damages, penalties, judgments, or obligations of any type related to or directly or indirectly arising from the use of the Touch ID functionality by you or by any other use of your mobile device including, without limitation, those related to the use of your fingerprint or other biometric information to access the MB Service.

**c Passcode.** Passcode is an option that allows you to enter a numeric passcode to access the MB Service. To authorize transactions that require monetary movement and to enable or disable Passcode as an access method, however, the application will require your use of the User ID and Password. To use Passcode, you must activate it in the settings area of the MB Service application. You must take the necessary measures to prevent the unauthorized or fraudulent use of your Passcode. Among others, you should not disclose your Passcode to any other person or note it in a form that would be intelligible or otherwise accessible to any other person. In addition, you should change your Passcode regularly.

The foregoing access methods are deemed Access Codes under the Oriental Online User Agreement and are subject to the same terms thereunder including, among others, those relating to Security Measures.

**3. Mobile Remote Deposit Terms and Conditions.** Some consumer deposit accounts with Oriental Bank may have mobile remote check deposit capabilities subject to certain conditions (each an "Eligible Account"). If available to your deposit account, your use of the mobile remote deposit service ("MRD Service") shall be subject to the following terms and conditions ("MRD Terms and Conditions") which, with respect to accounts with MRD Service availability, supplement and are part of the Agreement; provided that, in the event of conflict between the MRD Terms and Conditions and the terms of the Agreement, then the MRD Terms and Conditions will prevail with respect to the MRD Service. By enrolling in and using the MRD Service you accept the MRD Terms and Conditions, the *Oriental Online Agreement* and this Oriental Mobile Banking End User Terms.

**a. Mobile Remote Deposit Service ("MRD Service").** The MRD Service is an Internet-based mobile banking functionality that allows the remote deposit of paper Checks and other items as defined in paragraph "d" below (individually and together "Check") to Eligible Accounts by capturing, through a mobile device's camera, the Checks and accompanying data thereon and electronically transmitting and delivering them to us or to our designated processors using mobile devices with certain specifications as required from time to time by the Bank. You shall follow any and all procedures and instructions and comply with any and all restrictions on the MRD Service as set forth in these MRD Terms and Conditions or as notified by the Bank from time to time.

**b. Availability of MRD Service.** The MRD Service is available to accountholders of an Eligible Account that satisfy certain qualifying requirements as determined by the Bank from time to time. Without limitation of any other requirement you (or the Representative of the accountholder if the accountholder were a minor) must be at least twenty-one (21) years old or have legal capacity to contract by emancipation. Under no circumstances shall the MRD Service be used by individuals thirteen (13) years or younger. In addition, to use the MRD Service you must be in the United States including the Commonwealth of Puerto Rico. The Eligible Account to which deposits are to be remotely made prior to activation of the MRD Service and must be in good standing at all times while the Agreement is in effect. You recognize and accept that the Bank may suspend, block or otherwise

discontinue your use of or access to the MRD Service at any time, either temporarily or indefinitely, and with or without prior notice, should the Bank at any time determine in its sole discretion that you do not meet said qualification requirements. We reserve the right to modify any qualifications or requirements for the MRD Service at any time without prior notice.

c. **Equipment and Software.** To use the MRD Services, you shall, at your cost and expense, obtain and maintain a mobile device, tablet, or other equipment and software with certain specifications as defined from time to time by the Bank; you are solely responsible for obtaining and maintaining said equipment and software. You recognize and accept that, failure to maintain the equipment or software according to specifications as defined from time to time may prevent or adversely affect your use of the MRD Services or result in MRD Service failures. You are also solely responsible, at your cost and expense, for obtaining and maintaining all networking services necessary for your use of the MRD Service including, without limitation, a secure Internet connection. Without limitation of the foregoing, the MRD Service is dependent on broadband Internet connectivity; you are responsible for trouble-shooting Internet connectivity issues with your Internet Service Providers ("ISPs"). Prior to using the MRD Service, you must download to your compatible mobile device the Oriental mobile banking application ("MB Application"). The Bank or its service providers may from time to time make available updates to the MB Application. You may download from the software store available through your mobile device the MB Application and applicable updates thereto as they may be available from time to time. In order to assure a better experience in your use of the MRD Service you shall be on the alert of MB Application updates as they are made available from time to time and take the necessary steps to install them to your compatible mobile device. The Bank shall not be responsible for your inability to use the MRD Service and from any loss, injury, damage or other liabilities resulting from or related to any modifications to the equipment or to the software for the use of the MRD Service.

d. **Eligible/Ineligible Items.** You shall only capture and transmit for deposit items defined as "checks" under the Federal Reserve Regulation CC ("Regulation CC") issued in United States dollars; provided that, checks previously submitted (including without limitation substitute checks as defined in the *Check Clearing for the Twenty-First Century Act* ("Check 21 Act") through a remote deposit capture service shall not be captured and deposited through this MRD Service. You shall not scan and remit for deposit: (i) Checks payable to any person or entity other than the accountholder of the Eligible Account to which the item is intended to be deposited; (ii) Checks payable jointly, unless the deposited into an Eligible Account in the name of all the payees thereof; (iii) Checks which contain any alteration or which you know or suspect, or should know or suspect, that are fraudulent or otherwise not authorized by the accountholder of the account against which the Check was drawn; (iv) Checks previously submitted through a remote deposit capture service, whether this or any other, or through a branch; (v) Checks previously converted to a substitute check as defined in Regulation CC; (vi) Checks drawn on a financial institution located outside the United States of America or otherwise International Check(s); (vii) remotely created Checks as defined in Regulation CC (whether in paper form or electronically created); (viii) Checks not payable in United States currency; (ix) Checks dated more than six (6) months prior to the date of deposit; (x) Checks payable on sight or through drafts as defined in Regulation CC; (xi) Checks not endorsed as per the terms of this MRD Agreement; (xii) Checks drawn or otherwise issued by the United States Treasury Department; (xiii) unacceptable Checks under the terms of the Eligible Account agreement or the Bank's procedures as notified from time to time; (xiv) Checks otherwise disqualified as notified by the Bank from time to time (each such Check an "Ineligible Check").

e. **Endorsements.** Each Check to be captured and remitted for deposit through the MRD Service must be previously restrictively endorsed for deposit only to the Eligible Account to which you intend to deposit it; for example: "**For mobile deposit only/Oriental Bank, Account No. \_\_\_\_\_**" or as otherwise required by the Bank from time to time. For avoidance of doubt, this requirement is in addition to other endorsement requirements under your Eligible Account agreement.

f. **Capturing and Transmission Process.** You shall capture the image of the front and back of the original paper Checks (including without limitation their MICR lines and the required endorsement as set forth in this MRD Agreement). In capturing and transmitting the Checks images and information you shall follow the steps and procedures set forth in the remote deposit feature of the MB Application. Additionally, in capturing the image of original Checks, you shall take all necessary and reasonably convenient steps to assure the quality and integrity of the Check images and of all information thereon. The image of each Check transmitted through the MRD

Service must be legible as determined by the Bank in its sole discretion and must comply with applicable requirements established from time to time by the Bank, the Board of Governors of the Federal Reserve Board, ANSI and any regulatory agency with jurisdiction, clearinghouse or association. You acknowledge and accept that you are responsible for the quality of Check images and information transmitted via the MRD Service and that a poor quality of the image of any Check and of the information thereon may, among other things, result in the rejection of the Check for deposit. An image of a Check shall be deemed received (subject to verification and acceptance) when you receive a confirmation that the image was received by the Bank; provided, that the Bank reserves the right to verify Check images and other information transmitted via the MRD Service prior to processing the deposit of the subject Check(s) to the relevant Eligible Account. The Bank reserves the right to, at our sole discretion and without liability to you, reject any Check for processing through the MRD Service. The Bank shall not be responsible for Checks and for images the transmission of which is not actually received by the Bank. As such, confirmation of receipt does not guarantee that the transmission was error free, complete or that the Check has been considered received and accepted as a deposit and that it will be credited to the Eligible Account. In addition to any other rights under the Eligible Account agreement, the Bank may at any time charge back to any Eligible Account of the subject account holder any Check or purported Check credited to it: (i) that the Bank subsequently determines to be an Ineligible Check; (ii) the payment of which is dishonored; or (iii) if the Bank does not receive payment thereof. The Bank shall not be liable for any loss, costs, or fees you may incur as a result of a chargeback of an Ineligible Check or purported Check even if arising after destruction of the original Check pursuant to the terms of these MRD Terms and Conditions. Without limitation of the foregoing, the Bank may but shall not be required to, in its sole discretion, require your deposit of the original paper item of any Check through conventional deposit channels instead of depositing it via the MRD Service. You may also attempt to deposit any rejected Check to the Eligible Account identified on the restrictive endorsement of the subject Check only by depositing the paper original of said Check or as otherwise acceptable to the Bank.

**g. Processing of Checks and Availability of Funds.** Subject to the Bank's right to reject Checks, the Bank shall be deemed to have "accepted a Check" (other than a Ineligible Check) for deposit processing to the Eligible Account on the Business Day (as defined below) following the day on which the Bank received the Check transmission from you provided that the Bank receives the submission thereof prior to 8:00 p.m. on any Business Day that we are open ("Cut-Off Time") and does not reject the Check for deposit prior to the start of the next Business Day. We consider the day on which the Check is "deemed accepted" to be "the day of your deposit". If the submission of the Check is received by the Bank after the Cut-Off Time on any Business Day or if received on a non-Business Day, the transmission will be deemed received on the following Business Day (solely for this purpose the "First Business Day after Transmission") and, therefore, the Bank will be deemed to have "accepted the Check" (other than an Ineligible Check) for deposit processing to the Eligible Account on the Business Day following the First Business Day after Transmission (unless rejected prior to the start of the day following the First Business Day after Transmission). For purposes of these MRD Terms and Conditions, the Bank's "Business Days" shall have the same meaning as ascribed to that term in the Eligible Account agreement. You recognize and accept that Checks captured and transmitted to the Bank through the MRD Service are not subject to the fund's availability requirements of Regulation CC. That notwithstanding, funds deposited through the MRD Service will generally be made available within the same terms as established in the Funds Availability Policy Disclosure applicable to the Eligible Account; the Bank may in its sole discretion make such funds available earlier based on those factors as the Bank may determine from time to time or as it may deem relevant. Once a Check is "accepted for deposit", the Bank will send you a confirmation e-mail to the primary account holder e-mail address as defined by you on Oriental Online Banking confirming that the subject Check has been "approved". By using the MRD Service you authorize the Bank to send you said confirmation to said e-mail address. You acknowledge and agree that said confirmation **does not constitute a confirmation of final deposit of the funds** represented by the Check; final credit of said funds will be subject to the Check deposit and collection procedures and terms set forth in the Eligible Account agreement. For each Check, after confirming that the funds represented by the corresponding Check are available, you shall mark the Check "VOID" and write on it the date on which you confirmed the availability of the deposit.

**h. Retention Period of Original Paper Checks.** You shall keep under your possession and custody and be responsible for the secure storage of the paper original of each Check captured and transmitted through the MRD

Service for at least ninety (90) days from the date on which you confirmed the availability of the corresponding deposit and for any extended term as may be requested in writing by the Bank ("Retention Period"). You shall keep the original paper Check(s) securely and locked under your sole possession. Upon expiration of the ninety (90) day period or, in the event of written request by the Bank, the longer term requested Bank, you shall destroy each such Check. While the original Check is available, you shall promptly provide it to the Bank upon request by it.

**i. Deposit Limits.** The Bank may establish limits on the number of Checks or deposits as well as on the dollar amount of Checks either on the aggregate, individually, or both. The Bank may also change those limits from time to time at its sole discretion. Without limiting any other right of the Bank hereunder, upon your reaching any of said limits the Bank shall not be required to admit any further Checks for deposit through the MRD Service and any deposit in excess of said limits may be rejected by the Bank. If we accept any deposit in excess of said limits, we will have no obligation to accept any further excess deposit through the MRD Service in the future. At present, the following limits are in effect: (i) \$6,000.00 per Check; (ii) \$12,000.00 per day; (iii) \$24,000.00 per twenty five (25) days rolling periods; (iv) ten (10) Checks per day; and (v) thirty (30) Checks per twenty five (25) days rolling periods.

**j. Termination.** You may terminate this Agreement at any time by writing to us or calling us at the address and telephone number set forth in the Contact Information section below and discontinuing you of the MRD Service. The Bank may terminate the MRD Service and these MRD Terms and Conditions at any time with or without reason and with or without notice.

**k. Security Procedures.** You may access the MRD Service through the MB Service by entering your username ("Username") and a password ("Password"), or other unique identifier ("Other Identifier") as may be required from time to time for said service (individually and together "Access Codes"). The Bank does not have access to your Access Codes; therefore, should you forget them you will have to create new ones in order to continue using the MB Service and, therefore, the MRD Service. In using the MRD Service you shall also comply with the Security Procedures provision set forth in your Oriental Online Agreement. As soon as the Bank receives any notification of a Security Violation as defined in the Oriental Online Agreement it may (but shall not be required), within a reasonable period of time, block you from using the MRD Service or take any other measure it deems convenient without incurring in any liability. The Bank shall have reasonable opportunity after receiving a notice of a Security Violation before taking any action in respect of it. WITHOUT LIMITING THE GENERALITY OF THE SECURITY PROCEDURES PROVISION IN THE AGREEMENT, EACH INSTRUCTION, DIRECTION, DEPOSIT OR ANY OTHER INFORMATION TRANSMITTED OR OPERATION CARRIED OUT THROUGH THE MRD SERVICE AND ALL USES THEREOF USING YOUR ACCESS CODES WILL BE CONSIDERED AS PERFORMED, RECEIVED FROM, ORIGINATED OR AUTHORIZED BY YOU AND WILL BIND YOU EVEN IF NOT AUTHORIZED BY YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR ACCESS CODES AND AGREE TO: (i) USE THE MRD SERVICE RESPONSIBLY; (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT THE BANK OR ANY OF OUR SERVICE PROVIDERS PROVIDES YOU IN CONNECTION WITH THE MRD SERVICE OR YOUR USE THEREOF, (iii) PROTECT YOUR EQUIPMENT AND ACCESS CODES FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY THE BANK IMMEDIATELY IF YOU DETECT OR SUSPECT ANY LOSS, THEFT OF, OR ANY UNAUTHORIZED USE OF THE MRD SERVICE OR YOUR ACCESS CODES. Under no circumstance will the Bank be liable for damages, losses, expenses or obligations of any kind which may arise from or may be alleged to have arisen in relation to the use of or inability to use the MRD Service, or in relation to any performance failure, error, omission, interruption, delay in operation, transmission or receipt, system virus or failure in the systems or lines or similar event. The Bank may deny access to the MRD Service without prior notice if unable to confirm to its satisfaction any person's authority to access the service or if the Bank believes such action is necessary for security reasons. You acknowledge and agree that the provisions in this section supplement and are in addition to the provisions of the Security Procedures section in the Oriental Online Agreement.

**l. Your Covenants, Representations and Warranties to the Bank:** You covenant, represent and warrant to the Bank that: (i) each Check is payable to you and endorsed by you or, if payable to more than one person

jointly, that all payees thereof are accountholders of the Eligible Account to which the subject Check is intended to be deposited to; (ii) you will only capture and transmit through the MRD Service Checks that qualify to be captured and transmitted through the MRD Service (including without limitation legible Checks that include the MICR data) and shall not capture and transmit Ineligible Checks; (iii) you will review and verify for accuracy the information contained in the Check(s) before you transmit them to the Bank; (iv) you will only capture and transmit through the MRD Service Checks drawn on or payable at or through banks located in Puerto Rico and the United States; (v) except as expressly set forth in these MRD Terms and Conditions, you will not store or back-up copies of Checks; (vi) you will only use the MRD Service for Check(s) deposit purposes and strictly in compliance with the terms and conditions of these MRD Terms and Conditions; (vii) you (or the Representative of the accountholder if the accountholder were a minor) are at least twenty-one (21) years old; (viii) you will keep your mobile devices, your Access Codes and any Equipment used in connection with the MRD Service properly secured; (ix) you will not capture and transmit duplicate items; (x) you will not deposit, re-deposit, re-present or otherwise negotiate the paper original of any Check you have previously captured and transmitted through the MRD Service; (xi) all information you provide to the Bank is true and accurate; (xii) you will comply with these MRD Terms and Conditions and all applicable Puerto Rico and United States federal laws, regulations and rules including, without limitation, the Check 21 Act, the Commercial Transactions Act of Puerto Rico ("CTA"), and the automated clearing house ("ACH") rules, each as amended from time to time ; (xiii) you are not aware of any circumstance that may impair the collectability of the Check(s); (xiv) you will, at your cost, cooperate and provide any information or documents that the Bank may reasonably request in connection with the MRD Service or your use thereof including, without limitation, in connection with any audit or investigation and, in that case, cooperation will include but will not be limited to providing without cost any originals or copies of Check(s) transmitted through the MRD Service; (xv) you agree to indemnify and hold the Bank harmless from any and all losses for breach of this section or of the Agreement in general; (xvi) you authorize the Bank to receive credit or debit transactions to your Eligible Account through electronic transfers ("ACH"), provided that the Bank will only act as an intermediary for the transfer and that, in the event of any claim related to any transaction, you shall place the claim with the originator of the transfer. Each of the above representations and warranties will be deemed restated each time that you capture and transmit a Check for deposit through the MRD Service.

**m. Alternative Deposit Methods in Special Cases.** In the event of equipment failure, telecommunications failure or outages and other circumstances that may impede use of the MRD Service, you may seek other traditional deposit methods such as depositing your Check(s) at any or our branches, at full service automatic teller machines, or as otherwise set forth in your Eligible Account agreement.

**n. Limitation of Liability.** Without limiting any other limitation of liability provision of the Agreement, except to the extent directly caused by the Bank's gross negligence, willful misconduct or bad faith, the Bank shall have no liability for and you shall be solely responsible for all losses, claims, demands, penalties, actions, causes of action, suits, obligations, damages, costs, charges, or expenses (including reasonable legal and expert fees and disbursements), or liabilities of any nature (individually and together "Liabilities") resulting from, arising out of, suffered, or incurred in connection with: compliance with your specifications, transactions, or instructions; information accessed or transactions effected with a lost, stolen, counterfeit or misused Access Code; any transfer or instruction initiated which is not completed due to lack of funds (including if third party payors do not have enough funds in his/her/their accounts to honor the Check); the Equipment not working properly; a third party payor's depository institution or any intermediary bank mishandling or delay in handling of deposits initiated by the MRD Service; errors in third party payor's paper Check(s); any receiving's bank failure to accept a Check; intercepted or misdirected Check(s) or information disclosed due to interception or misdirection during transmission; counterfeit, charged-back and fraudulent transactions; circumstances beyond the Bank's control that prevent the completion of a deposit or any transaction (including, without limitation, acts of God, fire, acts of war or terrorism, legal constraints, natural or man-made disaster, machine or computer malfunction, interruption or malfunction of communicating facilities or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium, or agent operating between you and the Bank or between the Bank and third parties). In no event will the Bank be liable for any indirect, incidental, special, consequential or exemplary damages, including without limitation damages for lost profits, lost savings, or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the MRD Service and related documentation or

for any claims by another party regardless of the form of action or claim (whether contract, law, or otherwise), even the Bank has been informed of the possibility thereof. Bank's duties and responsibilities in connection with the MRD Service are limited to those described in these MRD Terms and Conditions.

**o. Disclaimer of Warranties.** WITHOUT LIMITING ANY OTHER WARRANTY DISCLAIMERS IN THE AGREEMENT, THE MRD SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE USE OF THE MRD SERVICE INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE MRD SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; (ii) THE MRD SERVICE WILL MEET YOUR REQUIREMENTS; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE MRD SERVICE WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERROR IN THE MRD SERVICE OR TECHNOLOGY WILL BE CORRECTED. YOUR RECOGNIZE AND ACCEPT THAT YOUR USE OF THE MRD SERVICE AND ALL INFORMATION AND CONTENT THEREIN IS AT YOUR OWN RISK.

**p. Indemnity.** Without limiting any other indemnity provision of the Agreement, you will indemnify, defend and save harmless the Bank, its parent, affiliates, and each of their respective directors, officers, employees, and agents (individually and together, "Indemnitees") from and against any and all Liabilities resulting from, arising out of, incurred or suffered, directly or indirectly, in connection with or related to: (i) your negligent acts or omissions in the performance of your obligations under the Agreement including, without limitation, the duplicate capturing and transmission of any particular Check, the duplicate transmission of any information on any particular Check or related to it (as applicable), errors on information transmitted through the MRD Service, unauthorized or fraudulent use of Equipment or the Access Codes; (ii) any material breach of any of your covenants, representations, warranties or obligations under the Agreement; (iii) the violation of any law or regulation in your performance of your obligations under the Agreement including, without limitation, the Check 21 Act, the CTA and the ACH Rules, as applicable; (iv) the Bank, acting as "reconverting bank" under the Check 21 Act through the creation of a "substitute check(s)" or purported substitute checks using the electronic image of any Check(s) and other information captured from the original paper Check(s) submitted by you ("Electronic Check") or an illegible Electronic Check; (v) the Bank presenting to a paying bank an Electronic Check for payment; (vi) your failure to maintain your mobile device, tablet, Access Codes or original paper Checks secure; (vii) your failure to dispose of the original paper Checks as required under these MRD Terms and Conditions; (viii) any claim brought by any person based on or arising out of the MRD Service including, without limitation, any claim for economic loss or other damages, any claim for fraudulent Check(s), and claims under the Check 21 Act, the CTA and the ACH Rules, as applicable, among other; (ix) your misuse of the MRD Service; (x) the Bank's compliance with or acting upon any directions, specifications, instructions of yours or information received from you; (xi) transactions effected with a lost, stolen, counterfeit or misused Access Code; (xii) any transaction or instruction that is initiated and not completed due to lack of funds in the Eligible Account, the account(s) on which any Check(s) are drawn, or otherwise; (xiii) the Bank's use of data supplied by you; (xiv) any claim against the Bank for recredit under the provisions of the *Check 21 Act*; (xv) any duplicative payment of a Check processed through the MRD Service; (xvi) alteration of any Check image or Check including without limitation its MICR line transmitted through the MRD Service; (xvii) missing endorsement(s) or endorsement(s) that do not comply with the requirements of these MRD Terms and Conditions; (xviii) any identity theft or claimed identity theft in connection with the MRD Service. The provisions of this section are in addition to any indemnity provision in the Agreement. This Indemnity section shall survive the termination of the MRD Service, the Agreement, or both.

**q. Amendments.** The Bank reserves the right to amend, modify, suspend or discontinue the MRD Service, the Agreement (including these MRD Terms and Conditions), or both, in each case partially or in its/their entirety, immediately at any time without prior notice to you.

**r. Termination.** You or the Bank may terminate the MRD Service at any time. Upon termination of this Agreement you shall immediately cease use of the Service. Without limitation of the foregoing, the Bank may terminate these MRD Terms and Conditions if you breach any term hereof or of the Agreement in general, if you use the MRD Service for any unauthorized or illegal purposes or if you use the MRD Service in a manner inconsistent with the terms of your Eligible Account agreement or of any other agreement with us.

s. **No Waivers.** No waiver of a breach of these MRD Terms and Conditions shall constitute a waiver of any prior or subsequent breach of these MRD Terms and Conditions. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of these MRD Terms and Conditions.

t. **Severability.** If any provision of the Agreement shall be deemed to be invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall not be affected and shall continue in full force and effect to the fullest extent permitted by applicable law.

u. **Contact Information.** You may contact us by calling 787-620-0000 (Business Days 7:00 am to 8:00 pm; Saturdays 8:00 am to 5:00 pm) or by writing to us at Oriental Bank, Attn. Oriental Direct, PO Box 195115, San Juan, Puerto Rico 00919-5115.

**4. Terms for Oriental Cardless Cash:** These terms and conditions also apply to the mobile ATM withdrawal service (Cardless Cash Access) that the Bank may provide to its Deposit Customers. Deposit Customer acknowledges and agrees that Cardless Cash Access or any portion of this service may be provided by one or more subcontractors. Cardless Cash Service provided by the Bank allows Deposit Customers to withdraw cash from Participating ATM's using the Application on a Mobile Device. Oriental's Participating ATMs will have a QR code (Quick Response Code) which it is a module for storing information in a dot matrix or two-dimensional barcode that enable the Mobile Device to access the Service.

a. Customer must have a Debit Card to access an established Checking deposit account for personal, family or household purposes with the Bank. Debit Card limits as outlined in the Electronic Funds Transfer section of the agreement apply to this service. The Bank may add additional types of accounts to access as well as the types of cards to access the Service at any time without prior notice. Customer also agrees to a) as needed, compile and retain permanent records of all transactions and other data associated with the account and use of the Service; b) reconcile the Service's transaction information to the Deposit Customer's deposit account. Deposit Customer further agrees that it will comply with any instructions and/or procedures regarding the Service that may be issued by the Bank from time to time.

b. **ATM Withdrawals.** If you have an eligible debit card with your Oriental's deposit account, Oriental's Cardless Cash may be used to withdraw funds only at select Oriental's ATMs, as specified by us from time to time. Your mobile device will be automatically linked to your debit card, and the limitation on the frequency or dollar amount of ATM cash withdrawals for your debit card set forth in the Oriental's Debit Card Agreement will apply to any cash withdrawals made using your mobile device to the same extent as any cash withdrawals made using your debit card, which will be aggregated together for purpose of these limits. For example, if the daily ATM cash withdrawal limit for your debit card is \$500 and you insert or swipe your debit card at an ATM and withdraw \$200 from your Account, then you will only be able to withdraw a maximum of \$300 from your Account on that same day using the Oriental's Cardless Cash Services.

c. Deposit Customer agrees to contact the Bank immediately if the Deposit Customer believes an error or unauthorized activity has occurred on the Cardless Cash Service or through use of this Service. The rights and responsibilities described in the Electronic Funds Transfer section of the Account Agreement and Disclosure will apply to transactions utilizing this Service.

## **SECTION B**

### **END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP**

#### **To be Agreed to by End User Prior to Use of the Downloadable App**

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist or be provided to you (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

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