



Davivienda Online Services Agreement and Disclosure Statement

(Individuals)

Deposits are **NOT** insured by the Federal Deposit Insurance Corporation.

In consideration for being granted access to Davivienda Online (as herein described and defined) and access to and use of Davivienda Online Services (as hereinafter described and defined), you covenant with Banco Davivienda S.A., Miami International Bank Branch ("DI") as follows:

1. Introduction

a) What This Agreement Covers

This Davivienda Online Services Agreement and Disclosure Statement ("Agreement"), together with the Application for Davivienda Online Services ("Application"), contains the terms and conditions that govern your use of an electronic communications service and operating system ("Davivienda Online") offered by DI to its customers to access a number of financial services. This Agreement also contains disclosures for electronic funds transfers. These services permit DI customers (consumers, sole proprietors and other business customers) to perform a number of banking functions on Accounts linked to Davivienda Online, including but not limited to, access to information on your Accounts, general communication with DI, electronic funds transfers between Accounts at DI and electronic funds transfers to other financial institutions ("Davivienda Online Services").

b) Accepting the Agreement

BY USING THE DAVIVIENDA ONLINE SERVICES OR ALLOWING ANY PERSON OR USER TO USE THE DAVIVIENDA ONLINE SERVICES YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AS MAY BE MODIFIED BY THE APPLICATION, INCLUDING ADHERENCE TO THE DAVIVIENDA ONLINE MATERIALS AND ALL SECURITY GUIDELINES SET FORTH IN THE AGREEMENT AND DAVIVIENDA ONLINE MATERIALS.

c) Relation to Other Agreements

This Agreement is in addition to, and does not supersede, such other agreements that govern your Accounts(s), transactions and/or services at DI and does not change the terms and conditions of such other agreements. Your Accounts, transactions and/or services, will continue to be subject to all agreements with DI otherwise governing such Accounts. Additionally, your Accounts, transactions and/or services with DI will continue to be subject to DI's rules, policies and procedures applicable to such Accounts or financial service. Nevertheless, if there is a conflict between the terms and conditions of this Agreement and one contained in any of the other agreements, the provisions of this Agreement will prevail and control.

d) What are Davivienda Online Services

Davivienda Online allows you to access financial data and to complete banking transactions directly from your remote location. Information may be accessed and instructions transmitted using your personal computer or data terminal and the Davivienda Online software licensed by DI to you pursuant to the terms hereto. DI reserves the right, from time to time, and at its sole discretion, to modify and terminate Davivienda Online Services without any prior notice to you.

The ability of DI to provide Davivienda Online Services to you is dependent upon your telephonic/electronic capability to access Davivienda Online. If, for any reason, you cannot telephonically/electronically access Davivienda Online, DI, its officers, employees and/or agents, shall not be liable for the failure and/or lack of such access and for any loss and/or damages resulting therefrom.

2. Definitions

In this Agreement, the following terms will have the meanings set forth below:

Account(s) - Refers to any and all loans, time deposit, demand deposit, money market, NOW or savings account(s) that you have with DI. To use Davivienda Online Services you must have at least one deposit Account at DI. The term Accounts(s) does not include any Account(s) that you have specifically requested not to be linked to Davivienda Online Services in the Application or through Davivienda Online Services.

Application - Refers to the Application for Davivienda Online Services submitted by you to, and approved by, DI. The Application must be signed by all Accountholders on all Accounts for which Davivienda Online Services are provided.

Authorized Software - Refers to the financial and or communications software licensed, sublicensed or authorized by DI to you for use in connection with Davivienda Online Services.

Davivienda Online Materials - Refers to all computer software programs, data bases, user manuals, instructional materials, files, documents and other records, trade names and logos of DI relating to Davivienda Online and Davivienda Online Services which we provide you, or make available to you.

Davivienda Online System - Refers to a set of tools that allows you to have secure electronic access to your Accounts and a number of financial services through the use of your personal computer and the internet.

Business Days - Refers to our business days in Miami, Miami-Dade County, Florida, USA are from Monday to Friday, except for USA legal holidays.

Business Hours - Our business hours are from 9:00 a.m. to 4:00 PM, ET for Online Banking transactions.

Digital Certificate - A digital certificate is an electronic statement guaranteeing your identity or the security of one or more of your Websites. A security digital certificate associates an identity with a "public key." Only you know the corresponding "private key" that allows you to "decrypt" or make a "digital signature". The digital signature component of a security certificate is your electronic identity card. The digital signature tells DI that the information actually came from you and/or one of your Users and has not been forged or tempered with. Before you can start sending encrypted or digitally signed information, you must obtain the Digital Certificate from DI and set up your internal browser to use it.

Dual Authentication Process (DAP) - This refers to a separate and distinct authentication procedures used by DI, in addition to the User ID and PASSWORD, to verify identity of each User every time that a User logs-on to Davivienda Online. The DAP involves query responses. This refers to an authentication procedure that requires the correct response, every time that a User logs into Davivienda Online, to two (2) pre-shared questions presented on the screen. The initial designation of the two (2) shared questions/responses will occur during a User's initial enrollment into Davivienda Online Services. Once you have successfully completed the Application, upon any subsequent successful log-in, the User will be given the option to request that Davivienda Online Services recognize the User's personal computer in future log-ins. If the User exercises this option, the DAP will no longer provide for authentication through Query Responses.

ET - Eastern Time (the local time in Miami, Miami-Dade County, Florida, USA).

Electronic Signature - Refers to use of the User ID, PASSWORD and DAP used by DI to authenticate and authorize access to Davivienda Online Services.

Password - Refers to a User's personal identification number. The PASSWORD is a unique code known exclusively by you or your User and must be used along with the User ID and DAP. The PASSWORD is used to identify the Users and to authenticate transactions performed through the Davivienda Online Services. DI does not have access to the PASSWORD.

United States or USA - Refers to the United States of America.

User ID Refers to an acronym of numbers and/or letters that is used to access Davivienda Online and Davivienda Online Services. The User ID is known to each User and to DI. It will be used to identify a User as one of the account holders of the Account(s).

We, Us, Our, or Bank - are used to refer to DI and its successors and assigns.

You or Your - is used to refer to the customer(s) of DI that is (are) the account holder(s) of the Account(s).

3. Your System Requirements

The following equipment and system are required to access Davivienda Online Services:

Personal computer or compatible equipment (capable of connecting to the internet) via modem, wireless, cable or otherwise

- Internet access account with an internet service provider or similar company providing internet access; and

- a) Internet browser program with 128-bit encryption support. Microsoft Explorer version 5.0 (or higher) or Netscape 6.2 (or higher) is required.

- b) I Other internet browsers may be able to access Davivienda Online Services, however we provide no recommendation as to such programs.

Any such equipment and system needed to access and use the Davivienda Online Services are to be obtained and provided exclusively by you. The availability and maintenance of all such equipment or system shall be your sole responsibility.

Liability for loss or erroneous data

Each party will bear the liability or the risk of any errors or loss of data, information, transactions or other losses that may be due to the failure of their respective computer equipment or system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of any failure in your computer equipment or system or third party communications provider.

Changes/interruptions in services

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in Davivienda Online Services. We also may need to change the scope of Davivienda Online Services from time to time. We will attempt to provide you with prior notice of such interruptions and changes but we do not guarantee that such notice will be provided. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of any such interruption.

4. Access to Accounts

To have access as a User to Davivienda Online Services, you must be the accountholder of an Account at DI and have an e-mail address. If you have more than one Account, we may at your written request link the relationships together between your Accounts. **Non linked Accounts will not be accessible through the Davivienda Online Services.** If your Account is a limited transaction account (i.e. money market account), each payment or transfer you make through Davivienda Online Services will count towards the number of transfers you are permitted in each statement period. If you close your Accounts, your access to Davivienda Online Services will terminate and any unprocessed transactions will be canceled. If you open an Account after approval of the Application by DI, the Account will be automatically linked to Davivienda Online Services.

5. Security Procedures

Security Procedures/General

To provide restricted and protected access to Davivienda Online and to ensure secure communications within Davivienda Online Services, DI utilizes a unique Digital Certificate to authenticate our Website. DI also uses a User ID to identify each User.

To further restrict and protect access, upon subscribing to Davivienda Online Services, each User will create his/her own unique PASSWORD. For multifactor authentication, Davivienda Online Services will also require each User's satisfactory completion of the Dual Authorization Process (DAP).

When a User visits Davivienda Online each User should first verify the authenticity of our Website by clicking on the security link (identified by the padlock at the bottom of the screen) to validate our Digital Certificate. Once this step is satisfactorily completed by obtaining a verification the User can proceed to enter the User ID and to complete DAP in the established manner. Assuming the User ID is input correctly and the DAP is satisfactorily completed, the User will then be asked to enter the PASSWORD. Assuming the PASSWORD is input correctly, the User then can log-in to Davivienda Online Services.

The User ID, PASSWORD, and DAP must be kept confidential and secure. By using Davivienda Online Services or by signing the Application you are authorizing DI to rely on the User IDs, PASSWORDs and DAP to identify Users when providing Davivienda Online Services. It is your responsibility to secure, protect and maintain in strict confidence the User ID, PASSWORD and DAP. The User ID, PASSWORD, and/or DAP should never be disclosed to unauthorized persons and should not be written down. A PASSWORD or DAP should not be associated with any commonly known personal identification, such as a date of birth, address, cedula or social security number, names of children, etc.

a) Acknowledgment of Reasonable Security Procedures

By using Davivienda Online Services, you acknowledge and agree that this Agreement sets forth security procedures for the transactions contemplated herein (and in particular, for Fund Transfers) that are commercially reasonable. You agree to be bound by those instructions which we receive through Davivienda Online Services, whether authorized or unauthorized, which we

execute in compliance with those security procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on that notice).

6. Disclaimer of Warranties

NEITHER WE, NOR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS MAKE ANY WARRANTY OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, TO YOU REGARDING DAVIVIENDA ONLINE, DAVIVIENDA ONLINE SERVICES AND/OR DAVIVIENDA ONLINE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OR TRADE.

7. Available Services

Depending on the features you select, you may be allowed access to the following Davivienda Online Services by use of the USER IDs, PASSWORDs and DAPs:

1) Account Information: View the current balance on an Account as well as view an account summary, interim statements, and account transaction history for up to 12 months on an Account.

a) Communication: Send us online messages and questions regarding your Accounts and Davivienda Online Services and perform self-service account maintenance such as re-ordering checks, ordering copies of checks and requesting hard copies of monthly account statements. Messages to change addresses, telephone numbers and/or our Davivienda Online Services will be received as requests and are subject to DI's prior approval.

b) Funds Transfers from an Account: Send us payment orders for funds transfers from an Account ("Funds Transfer(s)") as follows: (1) funds transfers from one of your DI Accounts to another account at DI; and (2) Funds Transfers from one of your Accounts to an account at another financial institution. These transactions will be subject to the conditions, restrictions and limitations set forth in Paragraphs 9 through 14, inclusive, of this Agreement.

c) Stop Payments: Placing a temporary stop payment order on a check drawn on an Account. You are responsible, however, for verifying that the check on which a stop payment is placed has not yet been cleared. Regular fees apply for every stop payment order. A stop payment order must specify the name of the payee, date, number and amount of the check. Stop Payment orders received via Davivienda Online Services will be processed at 9:00 a.m. on the Business Day following the date the stop payment order was received. Stop payments placed through the Davivienda Online Services will be in force and effect solely for a period of 48 hours from the time of receipt, and need to be ratified in writing by you to the Bank within such period in conformance with the terms and provisions of the Account Agreement governing your account(s) at DI. If the Stop Payment order is not ratified to the Bank in writing within such 48 hours, it will be automatically canceled.

8. Davivienda Online Services/General Rules

• Accounts Linked to Davivienda Online Services.

When you first set up Davivienda Online Services, your Accounts i.e. Retails, TD's, Loans at DI will be linked to Davivienda Online Services. If you want to exclude an existing Account that is linked to Davivienda Online Services, please advise us of your request in the Application or through Davivienda Online Services. We will exclude such existing linked Account from Davivienda Online Services after we have a reasonable opportunity to act on your request. If you open an additional Account at DI at a later date, we will automatically link your new Account to Davivienda Online Services unless you instruct us not to do so at the time you open the new Account.

a) No Contact by DI or Affiliated Parties

No DI employee, nor any company affiliated with DI or with Davivienda Online Services will contact you via mail, email or phone or otherwise requesting your User ID, PASSWORD and/or DAP. If you are contacted by anyone requesting this information, please contact us **immediately** via Davivienda Online Services or contact us by phone or by fax at our Miami Office.

b) Initiating Inquiries

You may contact us about Funds Transfer inquiries, maintenance and/or any problems issues during Business Hours on any Business Day via Davivienda Online Services, or you may contact us by phone or by telefax at our Miami Office. We are also available for inquiries via e-mail during Business Hours on any Business Day. **Communications via telephone or e-mail are not secure communications.**

c) Account Statements

We will report Davivienda Online Services transactions on the monthly statement for the Accounts affected by such transactions.

Deposits are **NOT** insured by the Federal Deposit Insurance Corporation.

d) Service Hours

Davivienda Online Services access is available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When these occur, a message will be displayed online when you sign on. However, Funds Transfers will only be processed on a Business Day and within the time periods specified.

e) Joint Accounts

When your Davivienda Online Services is linked to one or more joint Accounts, we may act on the written or electronic instructions of any accountholder of the Account regarding Davivienda Online Services.

9. General Provisions Applicable to Funds Transfer

Processing of Transfer Requests: Transfers are made on a one-time basis. Transfers can be made from a DI demand deposit or money market Account. Transfers that are requested on a weekend or a non-Business Day will be processed on the next Business Day.

Transfers from an Account are immediately reflected in the Account's available balance.

• **Transfers to Credit Accounts:** Funds transferred as a payment to a credit card, line of credit, or installment loan Account at DI before 2:00 p.m. ET will be credited on the date the payment is submitted. Transfer payments submitted after 2:00 p.m. ET will be credited on the next Business Day date. Updates to Account balances, funds availability, and transaction posting may take up to one (1) Business Day.

• **a) Transfers to Accounts:** Funds transferred to a deposit Account at DI (such as demand deposit, money market) prior to 2:00 p.m. ET on a Business Day will appear with the same Business Day's date in the Account transaction history, and are available to cover payments withdrawn from the Account overnight (such as checks and direct debits). Transfers submitted after 2:00 p.m. ET on a Business Day will appear with the following Business Day's date in the Account transaction history and are available to cover payments withdrawn from the Account on the following Business Day.

All transfers submitted to a deposit Account, are immediately reflected in the Account's available balance.

10. Monetary Limitations for Funds Transfers.

• **Funds Transfers made through Davivienda Online Services are subject to the following monetary limitations:**

Transactions	Per Business Day ¹
Transfers between DI Accounts	Limits are set by the Bank
Transfers to Accounts at Other Financial Institutions	Limits are set by the Bank

- ¹This refers to the maximum amount permitted for transactions, in the aggregate per Business Day.
- You may request a change in the aforementioned monetary limits for transfers by sending DI via telefax written request for Change of Limits. The request for Change of Limits will be verified by DI in accordance with the Security Procedures described in the Funds Transfer Agreement and/or Account Opening Agreement entered into between you and DI.
- All Funds Transfer limits are subject to such temporary or permanent reductions as may be set by DI, at its sole discretion from time to time, to protect the security of Accounts and/or the transfer system.
- At our discretion, we may refuse to process any transaction that exceeds any of the above limits. In such instances, you are responsible for making alternate arrangements for the transfer or payment.

11. Other Provisions Applicable to Funds Transfers.

• Sufficient Available Funds

You agree that you will instruct us to make a Funds Transfer only when a sufficient balance is or will be available in an Account at the time of the Funds Transfer.

You irrevocably authorize DI to withdraw, debit or charge the necessary funds from the designated Account from which the Funds Transfer is to be made.

The completion of a Funds Transfer is subject to the availability of sufficient funds in the designated Account from which the transaction is to be made. If enough funds to complete the Funds Transfer are not available, we may either (i) complete the transaction and overdraw the Account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable Account Agreement, Funds Transfer Agreement and/or Fee Schedule for details.

DI is under no obligation to inform you if it does not complete a Funds Transfer because there are non-sufficient funds or credit in your Account to process the transaction. In such cases, you are responsible for making alternate arrangements or rescheduling the Funds Transfer within Davivienda Online Services.

a) Transfers from Money Market Accounts

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including Davivienda Online Services transactions - from money market deposit and savings accounts. You are limited to a combined six (6) preauthorized electronic fund transfers, telephone transfers, checks and point-of-sale transactions per statement cycle. For information on these accounts, see the applicable Account Agreement.) Each transfer or payment through the Davivienda Online Services from a money market Account is counted as one of the six (6) limited transfers that you are permitted on each statement period. We charge a fee for each transaction in excess of this limit. Payments on a DI loan from a money market account are counted toward this limit.

b) Other Provisions Applicable To Funds Transfers and From An Account

Notwithstanding any provisions of this Agreement to the contrary, all Funds Transfers from an Account initiated by you through a payment order communicated to Bank through Davivienda Online Services shall continue to be governed by the terms and conditions of the Funds Transfer Agreement and/or Account Agreement entered into between you and Bank. If there is a conflict between the terms and conditions of this Agreement and one contained in the Funds Transfer Agreement and/or Account Agreement, this Agreement will control.

12. Security Guidelines

Protecting Your User ID, PASSWORD and DAP.

You agree that we may send notices and other communications, including PASSWORD confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that DI will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place.

You agree to: (1) keep your PASSWORD and DAP secure and strictly confidential, providing it only to an authorized person; and (2) immediately notify us and select a new PASSWORD if you believe your PASSWORD may have become known to an unauthorized person.

You should never leave your Account information displayed in an area accessible by others and should never leave a logged on terminal unattended while using Davivienda Online Services. To prevent unauthorized access, Users must sign-off the system as soon as their task is finished and close their browser to ensure confidentiality.

Your use of the User-ID, PASSWORD and/or DAP is the means of establishing your identity and confirming the authenticity of the electronic communications that are conveyed to us via Davivienda Online Services. All electronic communications that contain the User-ID, PASSWORD and DAP will be deemed to be valid and authentic.

You are solely responsible to notify us **immediately** if you think that the User ID, PASSWORD and/or DAP has been lost or stolen or have become known to an unauthorized party, or if you believe that an unauthorized transaction has been or may have been conducted from one of your Accounts.

Davivienda Online Services has a feature that automatically disables the User IDs after three (3) consecutive unsuccessful log on attempts have been made using an incorrect PASSWORD and/or DAP. You must contact your Account Officer at our Miami Office by phone or by telefax to have your access restored.

You will be solely responsible for actions resulting from the use or misuse of the User ID, PASSWORD and/or DAP.

We reserve the right to block access to Davivienda Online Services to maintain or restore security to our site and systems, if we reasonably believe the Electronic Signatures have been or may be obtained or are being used or may be used by unauthorized person(s). Furthermore, if there is no log-in on to the Davivienda Online Services or there has not been any transactions processed through such system over a period of ninety (90) days, access to Davivienda Online Services may be suspended or canceled by the Bank at its sole discretion, but DI shall not be liable to you for its failure to do so.

In addition to, and separate from the foregoing, we may suspend or cancel your PASSWORD whenever we suspect your PASSWORD is being used in an unauthorized or fraudulent manner.

Deposits are **NOT** insured by the Federal Deposit Insurance Corporation.

• Disclosure of User ID, PASSWORD and DAP.

When you give or disclose to someone your User ID, PASSWORD and/or DAP, you are authorizing that person to use Davivienda Online Services, and you are responsible for all transactions that person performs while using Davivienda Online Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that a person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

13. Responsibility for Failure to Complete Transactions

We, or a service party acting as our agent, are responsible for completing Fund Transfers from your Account(s) on time and in the correct amount according to your instructions transmitted through Davivienda Online Services. However, neither the service provider nor we will be liable:

- If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction from the Account, or if the Account has been closed.
- If you have not properly followed instructions on how to make the transaction.
- If you have not given complete, correct and current instructions so that a transaction can be made.
- If withdrawals from any Account have been prohibited by a court order such as garnishment or other legal process.
- If we or our affiliate or agent reasonably believe that a transaction may be unauthorized or involve illicit activity, and based thereon, the transaction is not completed.
- If your equipment and/or Davivienda Online Services were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or payment.
- If circumstances beyond our or our agent's control prevent us from making the transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.

14. Limitation of Bank's Liability for Funds Transfers

DI WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD AND/OR DAP THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

If we fail or delay in making a transaction pursuant to your instructions, or if we make a transaction in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the transaction was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a transaction in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized transaction after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where DI is headquartered for each day interest is due, computed on the basis of a 360-day year.

Except as provided herein, Funds Transfers initiated by you through a payment order communicated to Bank via telefax shall continue to be governed by the terms and conditions of the Funds Transfer Agreement and/or Account Opening Agreement entered into between you and Bank.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

15. Third Party Websites, Products and Services

Davivienda Online may provide links to third-party web sites, which are not

under our control. We make no representations about third-party web sites. When you access a non-BANK web site, you do so at your own risk. We are not responsible for the reliability of any data, or PASSWORD, advice, or statements made on third-party web sites. We provide these links merely as a convenience. The inclusion of such links does not imply that we endorse, recommend, or accept any responsibility for the content of such websites.

Davivienda Online may mention third-party products and services for informational purposes. We make no recommendations or endorsements about third-party products and services.

REFERENCES TO THIRD-PARTY PRODUCTS AND SERVICES ARE PROVIDED BY BANK "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

16. Proprietary Information and License

You acknowledge and agree that all Davivienda Online Materials are and shall be the sole and exclusive property of DI. During the term of this Agreement, and pursuant to its provisions, DI grants to you a non-exclusive, non-transferable license to use the Davivienda Online Materials strictly in connection with its activities and transactions as a customer of DI.

You shall not duplicate any of the output or product of the Davivienda Online Services, other than for its your own use at the site specified herein, and shall not permit use of the Davivienda Online Services, whether gratuitously or for a valuable consideration, by any other person or entity whatsoever. You further agree that you shall not reproduce or copy the Davivienda Online Materials, that you will hold the Davivienda Online Materials in strict confidence in that you will not disclose, transfer or otherwise make available any of the Davivienda Online Materials, in whole or in part, to any other person or entity other than your agents or employees and only on an "as needed" basis in connection with your use of Davivienda Online Services in accordance with the terms of this Agreement. You may not disassemble or reverse engineer the Davivienda Online computer software program nor cause any portion of the Davivienda Online Materials to be made subject to modification, deviation, data transmission, adaptation or translation, in any form, in whole or in part, unless expressly permitted by DI in writing. Upon termination of this Agreement, you shall return to DI all Davivienda Online Materials in your possession and/or control.

17. Privacy/Disclosure of Information

For information about our privacy practices, please refer to our Privacy Policy Notice.

18. Fees

Once you are an enrolled User of the Davivienda Online Services, you may be charged the applicable charges and fees whether or not you use the Davivienda Online Services. You authorize us to automatically deduct all applicable charges and fees from any of your Accounts.

There is no monthly service charge for accessing your Accounts to Davivienda Online Services.

You should note that depending on how you access or use Davivienda Online Services, you may incur charges for:

Funds Transfers made through Davivienda Online Services.

Fees may be assessed for added self-service features available through Davivienda Online Services, such as stop payment, requests, check copy orders and account statement copy orders. Please consult your Account Agreement to see if your accounts are subject to these fees.

An Non-Sufficient Funds-fee, returned item, overdraft or similar fee may also apply if you order a Funds Transfer and the available balance or your Account is not sufficient to process the transaction.

We may charge you a research fee of \$20 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

19. Limitations of Liability for System and Materials Failures

DI's sole responsibility/liability in the event of any problem with the Davivienda Online Materials, and in particular with the Davivienda Online computer software, shall be limited to the correction, at no additional charge to you, of the problem with the Davivienda Online Materials. Except for the correction of errors and/or problems as provided in the preceding sentences, DI shall not be liable for any claim, loss or damage arising from or under this Agreement, from your use of Davivienda Online Services and Davivienda Online Materials, and/or from DI's termination of this Agreement and the Davivienda Online Services, regardless of the form of action. Without limiting the foregoing, in no event shall DI be liable for: (a) any failure or delay in providing Davivienda Online Services arising from any cause beyond DI's reasonable control, including without limitation, strikes, lockout,

lockout, riot, war, governmental regulation, communication line failure, equipment malfunction, failure of Bank's servicers, agents or independent contractors to perform, or acts of God; and/or (b) any indirect, incidental or consequential loss and/or damage whatsoever, even if DI has been advised of the possibility of such loss and/or damage.

20. Indemnity

To the extent permitted by applicable laws, you hereby agree to indemnify and hold DI harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses, including without limitation, reasonable attorney's fees (and attorney's fees incurred on appeal), and any other costs or disbursements of any kind or nature whatsoever, by whomever brought or caused, which may be imposed upon, incurred by, or asserted against Bank, in any way relating to, arising out of, or in connection with: (a) this Agreement; (b) the use of Davivienda Online Services and Davivienda Online Materials; and/or (c) any unauthorized use of the Davivienda Online Services.

21. Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement in that or any other jurisdiction.

22. No Signature Required

When any payment or other online service generates items to be charged to an Account, you agree that, based on your Davivienda Online Services request, we may debit any of your designated Accounts or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.

Neither your signature nor that of DI shall be required to give force and effect to this Agreement. Your use of Davivienda Online and Davivienda Online Services constitutes your consent and agreement to be bound by the terms and provisions of this Agreement, as amended from time to time.

23. Electronic Disclosure and Consent

You agree and consent that we may provide you with all disclosures, notices and other communications about Davivienda Online Services, including the Davivienda Online Banking Services Agreement and Disclosure Statement and any amendments thereto, in electronic form. You have the right to withdraw this consent, but if you do, we will immediately terminate your access and use of Davivienda Online Services.

We will provide all future notices relating to Davivienda Online Services by posting them on the Davivienda Online Web-page for a period of at least 30 days. You may download or print the notices on your system.

You may obtain copies of any documents we provide electronically or withdraw your consent by contacting us by phone or by telefax at our Miami Office. At your request, we will provide you with a paper copy of any of the above documents without charge.

24. Termination

You may terminate this Agreement and any Davivienda Online Services at any time upon giving us at least ten (10) Business Days prior written notice of termination through Davivienda Online Services secure mail. If you terminate Davivienda Online Services, you authorize us to continue making Fund Transfers or other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further Fund Transfers or other transactions through Davivienda Online Services from your Account(s), including any Funds Transfers that you had previously authorized.

We may terminate this Agreement, Davivienda Online Services and any access thereto at our sole discretion for any reason and at any time.

25. Amendments

We may change or amend this Agreement (including changes in the fees and charges) at any time by giving notice to you at least ten (10) days before the effective date of any such change or amendment, unless such change or amendment is otherwise required in a shorter period by law or applicable regulation. We will notify you of such change by mail or online. Your continued use of the Davivienda Online Services on or after the effective date of any change or amendment will indicate your concurrence with such changes or amendments.

26. Assignment

This Agreement may not be assigned by you without DI's prior written consent,

and any assignment without such consent shall be null and void. DI may assign the rights or delegate the duties under this Agreement to any of our affiliates or to any other party.

27. Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

28. Binding Nature

This Agreement shall be binding upon your heirs, successors in interest and assigns.

29. Force and Effect

This Agreement shall remain in full force and effect at all times hereafter unless subsequently terminated pursuant to its provisions. Neither your signature or that of DI shall be required on this Agreement to give force and/or effect thereto.

30. Captions

The uses of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.

31. Language

The authoritative text of this Agreement and all related documents and notices is in English, and supersedes any translation to another language that may appear in such documents.

32. Governing Law

This Agreement and the performance hereunder shall be governed by and construed in accordance with applicable federal and Florida law.

33. Forum

All actions, suits or proceedings arising out of this Agreement, an Account or any transaction between you and DI relating to Davivienda Online Services shall be subject to the non-exclusive jurisdiction of the state and federal courts situated in Miami-Dade County, Florida, USA.

34. Personal Jurisdiction

With respect to any such action, suits or proceeding, you hereby expressly and irrevocably (1) submit to the non-exclusive jurisdiction of such courts to the fullest extent permitted by law; (2) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; (3) waive any objection it may now or hereafter have based upon improper venue or forum non conveniens with respect to such actions, suits or proceedings in such courts; and (4) agree that service of process may be made upon you personally (of if you are an entity, upon any officer of the entity) or upon you at your address by registered or certified mail, return receipt requested (with such service to be deemed effective when delivered or when delivery is refused), and you hereby waive compliance by DI with any requirement or applicable law which may require service to be made in any other manner. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness that you have with us hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of DI to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.

35. Entire Agreement

This Agreement contains the complete understanding between you and DI on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters.

36. Waiver of Jury Trial

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, THIS AGREEMENT AND ITS SUBJECT MATTER, YOUR USE OF DAVIVIENDA ONLINE, DAVIVIENDA ONLINE SERVICES AND MATERIALS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR DI TO OFFER YOU THE DAVIVIENDA ONLINE SERVICES.



Davivienda Online Services Agreement and Disclosure Statement

(Legal Entity)

Deposits are **NOT** insured by the Federal Deposit Insurance Corporation.

In consideration for being granted access to Davivienda Online (as herein described and defined) and access to and use of Davivienda Online Services (as hereinafter described and defined), you covenant with Banco Davivienda S.A., Miami International Bank Branch ("DI") as follows:

1. Introduction

a) What This Agreement Covers

This Davivienda Online Services Agreement ("Agreement"), together with the Application for Davivienda Online Services ("Application"), contains the terms and conditions that govern your use of an electronic communications service and operating system ("Davivienda Online") offered by DI to its customers to access a number of financial services. This Agreement also contains disclosures for electronic funds transfers. These services permit DI customers (consumers, sole proprietors and other business customers) to perform a number of banking functions on Accounts linked to Davivienda Online, including but not limited to, access to information on your Accounts, general communication with DI, electronic funds transfers between Accounts at DI and electronic funds transfers to other financial institutions ("Davivienda Online Services").

b) Accepting the Agreement

BY USING THE DAVIVIENDA ONLINE SERVICES OR ALLOWING ANY OTHER PERSON OR USER TO USE THE EBANKING SERVICES YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AS MAY BE MODIFIED BY THE APPLICATION, INCLUDING ADHERENCE TO THE DAVIVIENDA ONLINE MATERIALS AND ALL SECURITY GUIDELINES SET FORTH IN THE AGREEMENT AND DAVIVIENDA ONLINE MATERIALS.

c) Relation to Other Agreements

This Agreement is in addition to, and does not supersede, such other agreements that govern your Account(s) transactions and/or services at DI and does not change the terms and conditions of such other agreements. Your Accounts will continue to be subject to all agreements with DI otherwise governing such Accounts. Additionally, your Accounts, transactions and/or services and other financial services with DI will continue to be subject to DI's rules, policies and procedures applicable to such Accounts, transactions and/or services or financial service. Nevertheless, if there is a conflict between the terms and conditions of this Agreement and one contained in any of the other agreements, this Agreement will control.

d) What are Davivienda Online Services

Davivienda Online allows you to access financial data and to complete banking transactions directly from your remote location. Information may be accessed and instructions transmitted using your personal computer or data terminal and the Davivienda Online software licensed by DI to you pursuant to the terms hereto. DI reserves the right, from time to time, and at its sole discretion, to modify and terminate Davivienda Online Services without any prior notice to you.

The ability of DI to provide Davivienda Online Services to you is dependent upon your telephonic/ electronic capability to access Davivienda Online. If, for any reason, you cannot telephonically/electronically access Davivienda Online, DI, its officers, employees and/or agents, shall not be liable for the failure and/or lack of such access and for any loss and/or damages resulting therefrom.

2. Definitions

In this Agreement, the following terms will have the meanings set forth below:

Account(s) - Refers to any and all loan, time deposit, demand deposit, money market, or savings account(s) that you have with DI. To use Davivienda Online Services you must have at least one deposit Account at DI. The term Account(s) does not include any Account(s) that you have specifically requested not to be "linked" to Davivienda Online Services in the Application or through Davivienda Online Services.

Application - Refers to the Application for Davivienda Online Services submitted by you to, and approved by, DI. The Application must be signed by an authorized signer on all Accounts for which Davivienda Online Services are provided.

Administra TOR - Refers to the User designated by you in the Application (or through Davivienda Online) to activate, control and administer Users and to install the Digital Certificate for the authorization of each such User. The Administrator will promptly advise DI through the Application (or through Davivienda Online) of the identity of all Users and of the restrictions/limitations (if any) to which each User is subject.

Authorized Software - Refers to the financial and or communications software licensed, sublicensed or authorized by DI to you for use in connection with Davivienda Online Services.

Davivienda Online Materials - Refers to all computer software programs, data bases, user manuals, instructional materials, files, documents and other records, trade names and logos of DI relating to Davivienda Online and Davivienda Online Services which we provide you, or make available to you.

Davivienda Online System - Refers to a set of tools that allows you to have secure electronic access to your Accounts and a number of financial services through the use of your personal computer and the internet.

Business Days - Our business days in Miami, Miami-Dade County, Florida, USA are from Monday to Friday, except for USA legal holidays.

Business Hours - Our business hours are from 9:00 a.m. to 4:00 PM, ET for online banking transactions.

Digital Certificate - A digital certificate is an electronic statement guaranteeing your identity or the security of one or more of your Websites. A security digital certificate associates an identity with a "public key." Only you know the corresponding "private key" that allows you to "decrypt" or make a "digital signature". The digital signature component of a security certificate is your electronic identity card. The digital signature tells DI that the information actually came from you and/or one of your Users and has not been forged or tampered with. Before you can start sending encrypted or digitally signed information, you must obtain the Digital Certificate from DI and set up your internet browser to use it.

Dual Authentication Process (DAP) - This refers to a separate and distinct authentication procedure used by DI, in addition to the User ID and PASSWORD, to verify identity of each User every time that a User logs-on to Davivienda Online. The DAP involves query responses. This refers to an authentication procedure that requires the correct response, every time that a User logs into Davivienda Online, to two (2) pre-shared questions presented on the screen. The initial designation of the two (2) shared questions/responses will occur during a User's initial enrollment into Davivienda Online Services. Once you have successfully completed the Application, upon any subsequent successful log-in, the User will be given the option to request that Davivienda Online Services recognize the User's personal computer in future log-ins. If the User exercises this option, the DAP will no longer provide for authentication through Query Responses.

ET - Eastern Time (the local time in Miami, Miami-Dade County, Florida, USA).

Electronic Signature - Refers to use of the User ID, PASSWORD and DAP used by DI to authenticate and authorize access to Davivienda Online Services.

Password - Refers to the personal identification number of each User. The PASSWORD is a unique code known exclusively to each User and must be used along with the User ID and DAP. The PASSWORD is used to identify an authorized User and to authenticate transactions performed through the Davivienda Online Services. DI does not have access to the PASSWORD.

United States or USA - Refers to the United States of America.

User ID Refers to an acronym of numbers and/or letters that is used to access the Davivienda Online and Davivienda Online Services. The User ID is known to each User and to DI. It will be used to identify you as the owner of each User.

User (s) - Refers to any person(s) whom you have authorized through the Application and/or through Davivienda Online Services to have access to Davivienda Online and to use Davivienda Online Services. The Administrator will promptly advise DI through the Application or through Davivienda Online Services of the identity of each User. The Administrator will activate Users through Davivienda Online Services. DI must first approve each User before he/she is permitted to have access to Davivienda Online Services.

We, Us, Our, or Bank - are used to refer to DI and its successors and assigns.

You or Your - Refers to the customer(s) of DI that is (are) the account holder(s) of the Account(s).

3. Your System Requirements

The following equipment and system are required to access Davivienda Online Services:

Personal computer or compatible equipment (capable of connecting to the internet) via modem, wireless, cable or otherwise

a) Personal computer or compatible equipment (capable of connecting to the internet) and modem;

b) Internet access account with an internet service provider or similar company providing internet access; and

- c. Internet browser program with 128-bit encryption support. Microsoft Explorer version 5.0 (or higher) or Netscape 6.2 (or higher) is required.
- d. Other internet browsers may be able to access Davivienda Online Services, however we provide no recommendation as to such programs.

Any such equipment and system needed to access and use the Davivienda Online Services are to be obtained and provided exclusively by you. The availability and maintenance of all such equipment or system shall be your sole responsibility.

Liability for loss or erroneous data

Each party will bear the liability or the risk of any errors or loss of data, information, transactions or other losses that may be due to the failure of their respective computer equipment or system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of any failure in your computer equipment or system or third party communications provider.

Changes/interruptions in services

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in Davivienda Online Services. We also may need to change the scope of Davivienda Online Services from time to time. We will attempt to provide you with prior notice of such interruptions and changes but we do not guarantee that such notice will be provided. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of any such interruption.

4. Access to Accounts

To have access to Davivienda Online Services, you must be the accountholder of an Account at DI and have an e-mail address. If you have more than one Account, we will link the relationships together between your Accounts. You may expressly request in writing that certain Accounts not be linked to Davivienda Online Services. **Non linked Accounts will not be accessible through the Davivienda Online Services.** If your Account is a limited transaction account (i.e. money market or savings account), each payment or transfer you make through Davivienda Online Services will count towards the number of transfers you are permitted in each statement period. If you close your Accounts, your access to Davivienda Online Services will terminate and any unprocessed transactions will be canceled. If you open an Account after the approval of the Application by DI, the Account will automatically linked to Davivienda Online Services.

5. Security Procedures

a) Security Procedures/General

To provide restricted and protected access to Davivienda Online and to ensure secure communications within Davivienda Online Services, DI utilizes a unique Digital Certificate to authenticate our Website. DI also uses a User ID to identify each User.

To provide further restricted and protected access to Davivienda Online and use of Davivienda Online Services, upon subscribing to Davivienda Online Services, each User will create a unique PASSWORD. For multifactor authentication, Davivienda Online Services will also require each User's satisfactory completion of the Dual Authorization Process (DAP).

When a User visits Davivienda Online, the User should first verify that the authenticity of our Website by clicking on the security link (identified by the padlock at the bottom of the screen) to validate our Digital Certificate. Once this step is satisfactorily completed by obtaining a verification, the User can proceed to enter the User ID and to complete DAP in the established manner. Assuming the User ID is input correctly and the DAP is satisfactorily completed, the User will then be asked to enter the PASSWORD. Assuming the PASSWORD is input correctly, the User then can log-in to Davivienda Online Services.

The User ID, PASSWORD, and DAP must be kept confidential and secure. By using Davivienda Online Services or by signing the Application you are authorizing DI to rely on the User IDs, PASSWORDs and DAP to identify Users when providing Davivienda Online Services. It is your responsibility to secure, protect and maintain in strict confidence the User ID, PASSWORD and DAP. The User ID, PASSWORD, and/or DAP should never be disclosed to unauthorized persons and should not be written down. A PASSWORD or DAP should not be associated with any commonly known personal identification, such as a date of birth, address, cedula (ID) or social security number, names of children, etc.

b) Acknowledgment of Reasonable Security Procedures

By using Davivienda Online Services, you acknowledge and agree that this Agreement sets forth security procedures for the transactions contemplated herein, and in particular, for Funds Transfers, that are commercially reasonable. You agree to be bound by those instructions which we receive through Davivienda Online Services, whether authorized or unauthorized, which we

execute in compliance with those security procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on that notice).

6. Disclaimer of Warranties

NEITHER WE, NOR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS, MAKE ANY WARRANTY+ORT+CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, TO YOU REGARDING Davivienda Online, DAVIVIENDA ONLINE SERVICES AND/OR DAVIVIENDA ONLINE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OR TRADE.

7. Available Services

Depending on the features you select, you may be allowed access to the following Davivienda Online Services by use of the Digital Certificate, User IDs and PASSWORDs and DAPs:

- a) **Account Information:** View the current balance on an Account as well as view an account summary, interim statements, and account transaction history for up to 12 months on an Account.
- b) **Communication:** Send us online messages and questions regarding your Accounts and Davivienda Online Services and perform self-service account maintenance such as re-ordering checks, ordering copies of checks and requesting hard copies of monthly account statements. Messages to change addresses, telephone numbers and/or our Davivienda Online Services will be received as requests and are subject to DI's prior approval.
- c) **Funds Transfers from an Account:** Send us payment orders for Funds Transfers from an Account ("Funds Transfer(s)") as follows: (1) funds transfers from one or your Accounts to another account at DI; and (2) Funds Transfers from one of your Accounts to an account at another financial institution; These transactions will be subject to the conditions, restrictions and limitations set forth in Paragraphs 9 through 14, inclusive, of this Agreement.
- d) **Stop Payments:** Placing a temporary stop payment order on a check drawn on an Account. You are responsible, however, for verifying that the check on which a stop payment is placed has not yet been cleared. Regular fees apply for every stop payment order. A stop payment order must specify the date, number and amount of the check. Stop payment orders received via Davivienda Online Services will be processed at 9:00 a.m. on the Business Day following the date the stop payment order was received. Stop payments placed through the Davivienda Online Services will be in force and effect solely for a period of 48 hours from the time of receipt, and need to be ratified in writing by you to the Bank within such period in conformance with the terms and provisions of the Account Agreement governing your account(s) at DI. If the Stop Payment order is not ratified to the Bank in writing within such 48 hours, it will be automatically canceled.

8. Davivienda Online Services/General Rules

a) Accounts Linked to Davivienda Online Services.

When you first set up Davivienda Online Services, all of your Accounts at DI will be linked to Davivienda Online Services. If you want to exclude an existing Account that is linked to Davivienda Online Services, please advise us of your request in the Application or through DI Internet Services. We will exclude such existing linked Account from Davivienda Online Services after we have a reasonable opportunity to act on your request. If you open an additional Account at DI at a later date, we will automatically link your new Account to Davivienda Online Services unless you instruct us not to do so at the time you open the new Account.

b) No Contact by DI or Affiliated Parties

No DI employee, nor any company affiliated with DI or with Davivienda Online Services will contact you via mail, email or phone or otherwise requesting your User-ID, PASSWORD and/or DAP. If you or any User are contacted by anyone requesting this information, please contact us **immediately** via Davivienda Online Services or contact us by phone or by at our Miami Office.

c) Initiating Inquiries

You may contact us about Funds Transfer inquiries, maintenance and/or any problems issues during Business Hours on any Business Day via Davivienda Online Services secure mail, or you may contact us by phone or by fax at our Miami office. We are also available for inquiries via e-mail during Business Hours on any Business Day. **Communications via telephone or e-mail are not secure.**

d) Account Statements

We will report Davivienda Online Services transactions on the monthly statement for the Accounts affected by such transactions.

Deposits are **NOT** insured by the Federal Deposit Insurance Corporation.

e) Service Hours

Davivienda Online Services access is available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When these occur, a message will be displayed online when you sign on. However, Funds Transfers will only be processed on a Business Day and within the time periods specified.

f) Joint Accounts

When your Davivienda Online Services is linked to one or more joint Accounts, we may act on the written or electronic instructions of any accountholder of the Account regarding Davivienda Online Services.

9. General Provisions Applicable to Funds Transfer

a) Processing of Funds Transfer Requests:

1. Transfers are made on an one-time basis.
2. Transfers can be made from a demand deposit or NOW Account.
3. Transfers requested on a weekend or a non-Business Day will be processed on the next Business Day.
4. Transfers from an Account are immediately reflected in the Account's available balance.

b) Transfers to Credit Accounts:

5. Funds transferred as a payment to a credit card, line of credit, or installment loan Account at DI before 2:00 p.m. ET will be credited on the date the payment is submitted. Transfer payments submitted after 2:00 p.m. ET will be credited on the next Business Day date. Updates to Account balances, funds availability, and transaction posting may take up to one (1) Business Day.

c) Transfers to Accounts:

6. Funds transferred to a deposit Account at DI (such as demand deposit, savings, money market) prior to 2:00 p.m. ET on a Business Day will appear with the same Business Day's date in the Account transaction history, and are available to cover payments withdrawn from the Account overnight (such as checks and direct debits). Transfers submitted after 2:00 p.m. ET on a Business Day will appear with the following Business Day's date in the Account transaction history and are available to cover payments withdrawn from the Account on the following Business Day.
7. All transfers submitted to a deposit Account, are immediately reflected in the Account's available balance.

10. Monetary Limitations for Funds Transfers.

- a) Funds Transfers made through Davivienda Online Services are subject to the following monetary limitations:

Transactions	Per Business Day ¹
Transfers between DI Accounts	Limits are set by the Bank
Transfers to Accounts at Other Financial Institutions	Limits are set by the Bank

¹This refers to the maximum amount permitted per transaction, in the aggregate, per Business Day.

8. You may request a change in the aforementioned monetary limits for transfers by sending DI via fax a written request for Change of Limits. The request for Change of Limits will be verified by DI in accordance with the Security Procedures described in the Funds Transfer Agreement and/or Account Opening Agreement entered into between you and DI.
9. All Funds Transfer limits are subject to such temporary or permanent reductions as may be set by DI, at its sole discretion from time to time, to protect the security of Accounts and/or the transfer system.
10. At our discretion, we may refuse to process any transaction that exceeds any of the above limits. In such instances, you are responsible for making alternate arrangements for the transfer or payment.

11. Other Provisions Applicable to Funds Transfers.

a) Sufficient Available Funds

11. You agree that you will instruct us to make a Funds Transfer only when a sufficient balance is or will be available in an Account at the time of the Funds Transfer.
12. You irrevocably authorize DI to withdraw, debit or charge the necessary funds from the designated Account from which the Funds Transfer is to be made.
13. The completion of a Funds Transfer is subject to the availability of sufficient funds in the designated Account from which the transaction is to be made. If enough funds to complete the Funds Transfer are not

available, we may either (i) complete the transaction and overdraw the Account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable Account Agreement, Funds Transfer Agreement and/or Fee Schedule for details.

14. DI is under no obligation to inform you if it does not complete a Funds Transfer because there are non-sufficient funds or credit in your Account to process the transaction. In such cases, you are responsible for making alternate arrangements or rescheduling the Funds Transfer within Davivienda Online Services.

b) Transfers from Money Market Accounts

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including Davivienda Online Services transactions - from money market deposit and savings accounts. You are limited to a combined six (6) preauthorized electronic fund transfers, telephone transfers, checks and point-of-sale transactions per statement cycle. (For information on these accounts, see the applicable Account Agreement.) Each transfer or payment through the Davivienda Online Services from a money market Account is counted as one of the six (6) limited transfers that you are permitted on each statement period. We charge a fee for each transaction in excess of this limit. Payments on a DI loan from a money market account are counted toward this limit. We recommend that you not use a money market account as your Account for scheduled/recurring Funds Transfers because of these restrictions.

c) Other Provisions Applicable To Funds Transfers and From an Account

Notwithstanding any provisions of this Agreement to the contrary, all Funds Transfers from an Account initiated by you through a payment order communicated to Bank through Davivienda Online Services shall continue to be governed by the terms and conditions of the Funds Transfer Agreement and/or Account Agreement entered into between you and Bank. If there is a conflict between the terms and conditions of this Agreement and one contained in the Funds Transfer Agreement and/or Account Agreement, this Agreement will control.

12. Security Guidelines

a) Protecting Your User ID, PASSWORD and DAP.

- You agree that we may send notices and other communications, including PASSWORD confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that DI will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place.
- You agree to: (1) keep your PASSWORD and DAP secure and strictly confidential, providing it only to an authorized person; (2) immediately notify us and select a new password if you believe your PASSWORD and DAP may have become known to an unauthorized person.
- You should never leave your Account information displayed in an area accessible by others and should never leave a logged on terminal unattended while using Davivienda Online Services. To prevent unauthorized access, Users must sign-off the system as soon as their task is finished and close their browser to ensure confidentiality.
- Your use of the User-ID, PASSWORD and/or DAP is the means of establishing your identity and confirming the authenticity of the electronic communications that are conveyed to us via Davivienda Online Services. All electronic communications that contain the User-ID, PASSWORD and/or DAP will be deemed to be valid and authentic.
- You are solely responsible to notify us **immediately** if you think that the User ID, PASSWORD and/or DAP has been lost or stolen or have become known to an unauthorized party, or if you believe that an unauthorized transaction has been or may have been conducted from one of your Accounts.
- Davivienda Online Services has a feature that automatically disables the User IDs after five (3) consecutive unsuccessful log_on attempts have been made using an incorrect PASSWORD and/or DAP. You must contact Account Officer at our Miami office by phone or by fax to have your access restored. You will be solely responsible for actions resulting from the use or misuse of the User ID, PASSWORD and/or DAP.
- We reserve the right to block access to Davivienda Online Services to maintain or restore security to our site and systems, if we reasonably believe the Electronic Signatures have been or may be obtained or are being used or may be used by unauthorized person(s). Furthermore, if there is no log-in on to the Davivienda Online Services or there has not been any transactions processed through such system over a period of ninety (90) days, access to Davivienda Online Services may be suspended or canceled by the Bank at its sole discretion, but DI shall not be liable to you for its failure to do so.
- In addition to, and separate from the foregoing, we may suspend or cancel a PASSWORD whenever we suspect that PASSWORD is being used in an unauthorized or fraudulent manner.

Deposits are **NOT** insured by the Federal Deposit Insurance Corporation.

b) Disclosure of User ID, PASSWORD and/or DAP.

When you give or disclose to someone User IDs, PASSWORDs and/or DAPs you are authorizing that person to use Davivienda Online Services, and you are responsible for all transactions that person performs while using Davivienda Online Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that a person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

13. Responsibility for Failure to Complete Transactions

We, or a service party acting as our agent, are responsible for completing Fund Transfers and payments from your Account(s) on time and in the correct amount according to your instructions transmitted through Davivienda Online Services. However, neither the service provider nor we will be liable:

- If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction from the Account, or if the Account has been closed.
- If you have not properly followed instructions on how to make the transaction.
- If you have not given complete, correct and current instructions so that a transaction can be made.
- If withdrawals from any Account has been prohibited by a court order such as garnishment or other legal process.
- If we or our affiliate or agent reasonably believe that a transaction may be unauthorized or involve illicit activity, and based thereon, the transaction is not completed.
- If your equipment and/or Davivienda Online Services were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or payment.
- If circumstances beyond our or our agent's control prevent us from making the transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.

14. Limitation of Bank's Liability for Funds Transfers

1. **DI WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD AND/OR DAP THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.**
2. If we fail or delay in making a transaction pursuant to your instructions, or if we make a transaction in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the transaction was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a transaction in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized transaction after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where DI is headquartered for each day interest is due, computed on the basis of a 360-day year.
3. Except as provided herein, Funds Transfers initiated by you through a payment order communicated to Bank via Davivienda Online Services shall be governed by the terms and conditions of the Funds Transfer Agreement and/or Account Opening Agreement entered into between you and DI.
4. **UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL DI BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEY'S FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

15. Third Party Websites, Products and Services

Davivienda Online may provide links to third-party web sites, which are not

under our control. We make no representations about third-party web sites. When you access a non-BANK web site, you do so at your own risk. We are not responsible for the reliability of any data, or PASSWORD, advice, or statements made on third-party web sites. We provide these links merely as a convenience. The inclusion of such links does not imply that we endorse, recommend, or accept any responsibility for the content of such websites.

Davivienda Online may mention third-party products and services for informational purposes. We make no recommendations or endorsements about third-party products and services.

REFERENCES TO THIRD-PARTY PRODUCTS AND SERVICES ARE PROVIDED BY BANK "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

16. Proprietary Information and License

You acknowledge and agree that all Davivienda Online Materials are and shall be the sole and exclusive property of DI. During the term of this Agreement, and pursuant to its provisions, DI grants to you a non-exclusive, non-transferable license to use the Davivienda Online Services Materials strictly in connection with its activities and transactions as a customer of DI.

You shall not duplicate any of the output or product of the Davivienda Online Services, other than for its own use at the site specified herein, and shall not permit use of the Davivienda Online Services, whether gratuitously or for a valuable consideration, by any other person or entity whatsoever. You further agree that you shall not reproduce or copy the Davivienda Online Materials, that you will hold the Davivienda Online Materials in strict confidence in that you will not disclose, transfer or otherwise make available any of the Davivienda Online Materials, in whole or in part, to any other person or entity other than your agents or employees and only on an "as needed" basis in connection with your use of Davivienda Online Services in accordance with the terms of this Agreement. You may not disassemble or reverse engineer the Davivienda Online computer software program nor cause any portion of the Davivienda Online Materials to be made subject to modification, deviation, data transmission, adaptation or translation, in any form, in whole or in part, unless expressly permitted by DI in writing. Upon termination of this Agreement, you shall return to DI all Davivienda Online Materials in your possession and/or control.

17. Fees

Once you are an enrolled User of the Davivienda Online Services, you may be charged the applicable charges and fees whether or not you use the Davivienda Online Services. You authorize us to automatically deduct all applicable charges and fees from any of your Accounts.

There is no monthly service charge for accessing your Accounts to Davivienda Online Services.

You should note that depending on how you access or use Davivienda Online Services, you may incur charges for:

1. Funds Transfers made through Davivienda Online Services.
2. Fees may be assessed for added self-service features available through Davivienda Online Services, such as stop payment, requests, check copy orders and account statement copy orders. Please consult your Account Agreement to see if your accounts are subject to these fees.
3. An NSF-fee, returned item, overdraft or similar fee may also apply if you order a Funds Transfer and the available balance or your Account is not sufficient to process the transaction.

We may charge you a research fee of \$20 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

18. Limitations of Liability for System and Materials Failures

DI's sole responsibility/liability in the event of any problem with the Davivienda Online Materials, and in particular with the Davivienda Online computer software, shall be limited to the correction, at no additional charge to you, of the problem with the Davivienda Online Materials. Except for the correction of errors and/or problems as provided in the preceding sentences, DI shall not be liable for any claim, loss or damage arising from or under this Agreement, from your use of Davivienda Online Services and Davivienda Online Materials, and/or from DI's termination of this Agreement and the Davivienda Online Services, regardless of the form of action. Without limiting the foregoing, in no event shall DI be liable for: (a) any failure or delay in providing Davivienda Online Services arising from any cause beyond DI's reasonable control, including without limitation, strikes, lockout, riot, war, governmental regulation, communication line failure, equipment malfunction, failure of Bank's servicers, agents or independent contractors to perform, or acts of God; and/or (b) any indirect, incidental or consequential loss and/or damage whatsoever, even if DI has been advised of the possibility of such loss and/or damage.

Deposits are **NOT** insured by the Federal Deposit Insurance Corporation.

19. Indemnity

You hereby agree to indemnify and hold DI harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses, including without limitation, reasonable attorney's fees (and attorney's fees incurred on appeal), and any other costs or disbursements of any kind or nature whatsoever, by whomever brought or caused, which may be imposed upon, incurred by, or asserted against Bank, in any way relating to, arising out of, or in connection with: (a) this Agreement; (b) the use of Davivienda Online, Davivienda Online Services and Davivienda Online Materials; and/or (c) any unauthorized use of the Davivienda Online Services.

20. Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement in that or any other jurisdiction.

21. No Signature Required

When any payment or other online service generates items to be charged to an Account, you agree that, based on your Davivienda Online Services request, we may debit any of your designated Accounts or the account on which the item is drawn without requiring your signature on the item, and without prior notice to you.

Neither your signature nor that of DI shall be required to give force and effect to this Agreement. Your use of Davivienda Online and Davivienda Online Services constitutes your consent and agreement to be bound by the terms and provisions of this Agreement, as amended from time to time.

22. Electronic Disclosure and Consent

You agree and consent that we may provide you with all disclosures, notices and other communications about Davivienda Online Services, including the Davivienda Online Services Agreement and Disclosure Statement and any amendments thereto, in electronic form. You have the right to withdraw this consent, but if you do, we will immediately terminate your access and use of Davivienda Online Services.

We will provide all future notices relating to Davivienda Online Services by posting them on the Davivienda Online Web-page for a period of at least 30 days. You may download or print the notices on your system.

You may obtain copies of any documents we provide electronically or withdraw your consent by calling us by phone or by fax at our Miami Office. At your request, we will provide you with a paper copy of any of the above documents without charge.

23. Termination

You may terminate this Agreement and any Davivienda Online Services at any time upon giving us at least ten (10) Business Days prior written notice of termination through Davivienda Online Services secure mail. If you terminate Davivienda Online Services, you authorize us to continue making Fund Transfers or other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further Fund Transfers or other transactions through Davivienda Online Services from your Account(s), including any Funds Transfers that you had previously authorized.

We may terminate this Agreement, Davivienda Online Services and any access thereto at our sole discretion for any reason and at any time. We may notify you in advance of such termination, but we are not obligated to do so.

24. Amendments

We may change or amend this Agreement (including changes in the fees and charges) at any time by giving notice to you at least ten (10) days before the effective date of any such change or amendment, unless such change or amendment is otherwise required in a shorter period by law or applicable regulation. We will notify you of such change by mail or online. Your continued use of the Davivienda Online Services on or after the effective date of any change or amendment will indicate your concurrence with such changes or amendments.

25. Assignment

This Agreement may not be assigned by you without DI's prior written consent, and any assignment without such consent shall be null and void. DI may assign the rights or delegate the duties under this Agreement to any of our affiliates or to any other party.

26. Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

27. Binding Nature

This Agreement shall be binding upon your heirs, successors in interest and assigns.

28. Force and Effect

This Agreement shall remain in full force and effect at all times hereafter unless subsequently terminated pursuant to its provisions. Neither your signature or that of DI shall be required on this Agreement to give force and/or effect thereto.

29. Captions

The use of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.

30. Language

The authoritative text of this Agreement and all related documents and notices is in English, and supersedes any translation to another language that may appear in such documents.

31. Governing Law

This Agreement and the performance hereunder shall be governed by and construed in accordance with applicable federal and Florida law.

32. Forum

All actions, suits or proceedings arising out of this Agreement, an Account or any transaction between you and DI relating to Davivienda Online Services shall be subject to the non-exclusive jurisdiction of the state and federal courts situated in Miami-Dade County, Florida.

33. Personal Jurisdiction

With respect to any such action, suits or proceeding, you hereby expressly and irrevocably (1) submit to the non-exclusive jurisdiction of such courts to the fullest extent permitted by law; (2) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; (3) waive any objection it may now or hereafter have based upon improper venue or forum non conveniens with respect to such actions, suits or proceedings in such courts; and (4) agree that service of process may be made upon you personally (of if you are an entity, upon any officer of the entity) or upon you at your address by registered or certified mail, return receipt requested (with such service to be deemed effective when delivered or when delivery is refused), and you hereby waive compliance by DI with any requirement or applicable law which may require service to be made in any other manner. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness that you have with us hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of DI to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.

34. Entire Agreement

This Agreement contains the complete understanding between you and DI on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters.

35. Waiver of Jury Trial

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, THIS AGREEMENT AND ITS SUBJECT MATTER, YOUR USE OF Davivienda Online, THE DAVIVIENDA ONLINE SERVICES AND MATERIALS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR DI TO OFFER YOU THE DAVIVIENDA ONLINE SERVICES.

Miami, Miami-Dade County, Florida, U.S.A.

Date MM DD YYYY