

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

PEDRO SOTO MELENDEZ, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

BANCO POPULAR DE PUERTO RICO,

Defendant.

Civil Action No. 20-1057

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Pedro Soto Melendez, on behalf of himself and all persons similarly situated, alleges the following based on personal knowledge as to allegations regarding Plaintiff and on information and belief as to other allegations.

INTRODUCTION

1. Plaintiff brings this action on behalf of himself and classes of all similarly situated consumers against Defendant Banco Popular de Puerto Rico (“BPPR” or “Bank”) arising from the Bank’s routine practice of (a) assessing more than one insufficient funds fee (“NSF Fee”) on the same item and charging *both* NSF Fees and overdraft fees (“OD Fees”) on the same item.

2. These practices breach contractual promises; violate the covenant of good faith and fair dealing; and/or result in the Bank being unjustly enriched.

3. BPPR's customers have been injured by the Bank's improper practices to the tune of millions of dollars bilked from their accounts in violation of their agreements with BPPR.

4. On behalf of himself and the Classes, Plaintiff seeks damages, restitution, and injunctive relief for Defendant's violations as set forth more fully below.

PARTIES

5. Pedro Soto Melendez is a resident of Las Piedras, Puerto Rico, and holds a BPPR checking account.

6. Defendant BPPR Bank is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative Classes. BPPR has its headquarters in San Juan, PR. BPPR has approximately \$44.3 billion in assets and provides banking services to customers through bank branches in Puerto Rico, the US Virgin Islands, New York, New Jersey, Florida, and elsewhere.

JURISDICTION AND VENUE

7. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because (1) the proposed classes are comprised of at least 100 members; (2) proposed class members reside in at least eight states, meaning at least one member of the proposed classes resides outside of Puerto Rico; and (3) the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because BPPR is subject to personal jurisdiction here and regularly conducts business in this District, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. BPPR CHARGES MORE THAN ONE NSF FEE ON THE SAME ITEM AND CHARGES BOTH NSF FEES AND OD FEES ON THE SAME ITEM

9. As alleged more fully herein, BPPR’s Account Documents allow it to charge a *single* \$15 NSF Fee or a *single* \$15 OD Fee when an item, including an electronic payment item, is returned for insufficient funds or paid into insufficient funds.

10. BPPR breaches its contract when it charges more than one \$15 NSF Fee on the same item, since the contract explicitly states—and reasonable consumers understand—that the same item can only incur a single NSF or OD Fee.

11. The Bank similarly breaches its contract when it charges both a \$15 NSF Fee (or multiple NSF Fees) and a \$15 OD Fee on the same item since the contract explicitly states—and reasonable consumers like Mr. Melendez understand—that the same item cannot incur both types of fees.

12. This abusive practice is not universal in the financial services industry. Indeed, major banks like JP Morgan Chase—the largest consumer bank in the country—do not undertake the practice of charging more than one NSF Fee on the same item when it is reprocessed. Instead, Chase charges one NSF Fee even if an item is resubmitted for payment multiple times.¹

13. BPPR’s Account Documents never disclose this practice. To the contrary, the Deposit Agreement indicates it will only charge a single NSF Fee or OD Fee on an item.

¹ As indicated by Chase’s printed disclosures, an “item” maintains its integrity even if multiple processes are effected on it: “If we return the same item multiple times, we will only charge you one Returned Item Fee for that item within a 30-day period.”

A. Plaintiff Melendez's Experience.

14. In support of his claims, Plaintiff offers an example of fees that should not have been assessed against his checking account. As alleged below, BPPR: (a) reprocessed a previously declined item two times; and (b) charged an additional fee upon each reprocessing, for a total assessment of *\$45 in fees on the same item*.

15. On February 4, 2019, Plaintiff attempted an ACH payment to American Express.

16. BPPR rejected payment of that item due to insufficient funds in Plaintiff's account and charged him a \$15 NSF Fee for doing so. Plaintiff does not dispute the initial fee, as it is allowed by BPPR's Deposit Agreement.

17. Unbeknownst to Plaintiff, and without his request to BPPR to reprocess the item, however, two days later, on February 6, 2019, BPPR processed the same item again, coded it as a RETRY PAYMENT on Mr. Melendez' bank statement, and again rejected the item for insufficient funds, and again charged Plaintiff a \$15 NSF Fee for doing so.

18. Unbeknownst to Plaintiff, and without his request to BPPR to reprocess the item, however, another two days later, on February 8, 2019, BPPR processed the same item yet again, coded it again as a RETRY PAYMENT and yet again rejected the item for insufficient funds, and again charged Plaintiff a \$15 NSF Fee for doing so.

19. *In sum, BPPR assessed Plaintiff \$45 in fees on a single payment he attempted to make to American Express.*

20. Plaintiff understood the payment to be a single item as is laid out in BPPR's contract, capable at most of receiving a single NSF Fee (if BPPR returned it) or a single OD Fee (if BPPR paid it).

21. BPPR itself also understood the reprocessing attempts were for the same payment and a single item, and its systems categorized them as such. Indeed, on Plaintiff's bank statement, BPPR described subsequent attempts to debit the item as "RETRY PAYMENT."

B. The Imposition of Multiple NSF Fees on a Single Transaction Violates BPPR's Express Promises and Representations.

22. BPPR's Account Documents repeatedly discuss OD and NSF Fees together as "Overdraft Fees" and repeatedly state that the Bank will assess a single Overdraft Fee of *\$15 per item* that is returned due to insufficient funds or paid into insufficient funds.

23. In to the "Characteristics and Fees" document ("Fee Schedule"), BPPR makes clear that only one Overdraft Fee (defined by BPPR to include both overdraft and NSF fees) will be assessed per "electronic transaction" or "check":

Electronic Transaction (Pay by Phone and / or Electronic Debit) and / or paid or returned check.....\$15.00.....The Bank may, at its discretion, pay these transactions without requiring your authorization. Per overdraft. Will be charged if the Bank pays or returns an electronic transaction (Pay by Phone and / or Electronic Debit) and / or pay or return a check against insufficient funds or non-available funds.

Fee Schedule (Ex. A hereto) (emphasis added).

24. The same "electronic transaction" or "check" on an account cannot conceivably become a new item each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff took no action to resubmit the item.

25. There is zero indication anywhere in the Account Documents that the same item is eligible to incur multiple NSF Fees. Indeed, the BPPR Account Agreement expressly states that "only one determination of availability of funds" will be made for any "item":

The Bank shall determine if an Account has available funds to honor an item at any time from the time of receipt of such item until the cut-off time established by the Bank to return the item. Only one determination of availability of funds will be made by the Bank. If upon such determination it appears that funds in the Account are insufficient to pay the item, the Bank is under no obligation to pay the item and may return it. The Bank is not required to send a notice prior to returning items for insufficient funds.

Deposit Agreement, Ex. B.

26. Even if BPPR reprocesses an instruction for payment or a check, it is still the same item. The Bank's reprocessing is simply another attempt to effectuate an accountholder's original order or instruction.

27. As alleged herein, Plaintiff took only a single action to make a single payment; he may therefore be charged only a single fee.

28. Moreover, by expressly linking OD Fees and NSF fees in the disclosure, BPPR bolsters the reasonable expectation that only a single fee can be assessed on an item. Here's why: For an item charged an "overdraft fee" and thus paid into overdraft, there is no chance it can be subject to reprocessing and thus no chance it could be subject to a second or third fee, since it has already been paid. No reasonable contract reading could allow the *other* fee mentioned in the disclosure—the NSF Fee—to be treated so differently and assessed two or three times on the same item.

29. The disclosures described above never discuss a circumstance where BPPR may assess multiple NSF or OD Fees for an item that was returned for insufficient funds and later reprocessed one or more times and returned again.

30. In sum, BPPR promises that one \$15 NSF Fee or one \$15 OD Fee will be assessed per item, "electronic transaction" or "check," and this must mean all iterations of the same instruction for payment. As such, BPPR breached the contract when it charged more than one fee per item.

31. Reasonable consumers understand any given authorization for payment to be one, singular item, as that term is used in BPPR's Deposit Agreement.

32. Taken together, the representations and omissions identified above convey to customers that all submissions for payment of the same transaction will be treated as the same “item,” which the Bank will either authorize (resulting in an overdraft item) or reject (resulting in a returned item) when it decides there are insufficient funds in the account. Nowhere does BPPR disclose that it will treat each reprocessing of a check or ACH payment as a separate item, subject to additional fees, nor do BPPR customers ever agree to such fees.

33. Customers reasonably understand, based on the language of the Account Documents, that the Bank’s reprocessing of checks or ACH payments are simply additional attempts to complete the original order or instruction for payment, and as such, will not trigger additional NSF or OD Fees. In other words, it is always the same item.

34. Banks like BPPR that employ this abusive multiple fee practice know how to plainly and clearly disclose it. Indeed, other banks and credit unions that do engage in this abusive practice disclose it expressly to their accountholders—something Defendant here never did.

35. For example, First Hawaiian Bank engages in the same abusive practices as Defendant, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION.

(emphasis added).

36. Klein Bank similarly states in its online banking agreement:

[W]e will charge you an NSF/Overdraft Fee each time: (1) a Bill Payment (electronic or check) is submitted to us for payment from your Bill Payment Account when, at the time of posting, your Bill Payment Account is overdrawn, would be overdrawn if we paid the item (whether or not we in fact pay it) or does

not have sufficient available funds; or (2) we return, reverse, or decline to pay an item for any other reason authorized by the terms and conditions governing your Bill Payment Account. We will charge an NSF/Overdraft Fee as provided in this section regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the bill payment.

37. Central Pacific Bank, a leading bank in Hawai'i, states in its Fee Schedule under the "MULTIPLE NSF FEES" subsection: "Items and transactions (such as, for example, checks and electronic transactions/payments) returned unpaid due to insufficient/non-sufficient ("NSF") funds in your account, may be resubmitted one or more times for payment, and a \$32 fee will be imposed on you each time an item and transaction resubmitted for payment is returned due to insufficient/nonsufficient funds.

38. BP Credit Union likewise states: "Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item."

39. BPPR provides no such disclosure, and in so doing, deceives its accountholders.

C. The Imposition of Multiple NSF Fees or OD Fees on a Single Transaction Breaches BPPR's Duty of Good Faith and Fair Dealing.

40. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations and means that the Bank is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, the Bank has a duty to honor transaction requests in a way that is fair to Plaintiff and its other customers and is prohibited

from exercising its discretion to pile on ever greater penalties. Here—in the adhesion agreements BPPR foisted on Plaintiff and its other customers—BPPR has provided itself numerous discretionary powers affecting customers’ credit union accounts. But instead of exercising that discretion in good faith and consistent with consumers’ reasonable expectations, the Bank abuses that discretion to take money out of consumers’ accounts without their permission and contrary to their reasonable expectations that they will not be charged multiple fees for the same transaction.

41. BPPR exercises its discretion in its own favor—and to the prejudice of Plaintiff and its other customers—when it defines “item” in a way that directly leads to more NSF and OD Fees. Further, BPPR abuses the power it has over customers and their bank accounts and acts contrary to their reasonable expectations under the Deposit Agreement. This is a breach of the Bank’s implied covenant to engage in fair dealing and act in good faith.

42. BPPR also abuses discretion under the contract to engage in a reject-then-pay pattern of first rejecting—and charging an NSF fee on—an item and then, days later, paying that same item and charging an OD fee, despite the customer being in the same (insufficient funds) financial situation.

43. By so acting to maximize fee assessments, BPPR fails to exercise its power fairly and in good faith. Indeed, had BPPR paid the item into overdraft on the first processing attempt (as it in fact chose to do on the second processing attempt) it would have charged Plaintiff a single OD Fee. Instead, BPPR first rejected the item so that it could charge an NSF Fee; then, only upon resubmission, it paid the same item and charged Plaintiff an OD Fee. The extra step served no purpose except to increase BPPR’s fee revenue, and was an abuse of the discretionary powers it granted to itself under the contract.

44. By exercising its discretion in its own favor—and to the prejudice of Plaintiff and other customers—by charging more than one NSF Fee or OD Fee on a single item, BPPR breaches the reasonable expectation of Plaintiff and other customers and in doing so violates the implied covenant to act in good faith.

45. It was bad faith and totally outside Plaintiff’s reasonable expectations for BPPR to use its discretion to assess two or three NSF Fees for a single attempted payment.

CLASS ACTION ALLEGATIONS

46. Plaintiff brings this action on behalf of himself and on behalf of all others similarly situated pursuant to Federal Rule 23. The Classes include:

All persons who, within the applicable statute of limitations period, were charged multiple NSF Fees for the same debit item in a BPPR checking account (the “NSF Class”).

All persons who, within the applicable statute of limitations period, were charged an NSF Fee and an OD Fee for the same item in a BPPR checking account (the “NSF/OD Class”).

47. Excluded from the Classes are Defendant, Defendant’s subsidiaries and affiliates, their officers, directors, and the members of their immediate families, and any entity in which Defendant has a controlling interest, the legal representatives, heirs, successors, or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

48. Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or to add subclasses if necessary before this Court determines whether certification is appropriate.

49. The questions here are ones of common or general interest such that there is a well-defined community of interest among the members of the Classes. These questions

predominate over questions that may affect only individual class members because BPPR has acted on grounds generally applicable to the Classes. Such common legal or factual questions include, but are not limited to:

- a) Whether BPPR improperly charged NSF and OD Fees;
- b) Whether any of the conduct enumerated above violates the contract;
- c) Whether any of the conduct enumerated above violates the covenant of good faith and fair dealing;
- d) Whether any of the conduct enumerated above constitutes unjust enrichment;
- e) The appropriate measure of damages.

50. The parties are numerous such that joinder is impracticable. Upon information and belief, and subject to class discovery, the Classes consist of thousands of members or more, the identities of whom are within the exclusive knowledge of and can be ascertained only by resort to BPPR's records. BPPR has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiff.

51. It is impracticable to bring members' of the Classes individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

52. Plaintiff's claims are typical of the claims of the other members of the Classes in that they arise out of the same wrongful business practices by BPPR, as described herein.

53. Plaintiff is more than an adequate representative of the Classes in that Plaintiff has a BPPR checking account and has suffered damages as a result of BPPR's contract violations, BPPR's violations of the covenant of good faith and fair dealing, and BPPR's unjust enrichment. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;
- b) There is no conflict of interest between Plaintiff and the unnamed members of the Classes;
- c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and
- d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

54. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

55. BPPR has acted or refused to act on grounds generally applicable to each of the classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to each of the Classes as a whole.

56. All conditions precedent to bringing this action have been satisfied and/or waived.

CAUSES OF ACTION

COUNT I

BREACH OF CONTRACT

(On Behalf of Plaintiff and the Classes)

57. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs of this Petition as if fully set forth herein.

58. Plaintiff and BPPR contracted for checking account services, as embodied in the Deposit Agreement and Fee Schedule.

59. BPPR breached the terms of the contract.

60. Plaintiff and members of the putative Classes have performed all of the obligations on them pursuant to the Bank's agreements.

61. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches.

COUNT II
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
(On Behalf of Plaintiff and the Classes)

62. Plaintiff repeats, realleges, and incorporates by reference paragraphs 1-56 of this Petition as if fully set forth herein.

63. Plaintiff and BPPR contracted for checking account services, as embodied in the Deposit Agreement and Fee Schedule.

64. Puerto Rico mandates that an implied covenant of good faith and fair dealing govern every contract. For banking transactions, this is also mandated by the Uniform Commercial Code that has been adopted in each state. The covenant of good faith and fair dealing constrains Defendant's discretion to abuse self-granted contractual powers.

65. This good faith requirement extends to the manner in which a party employs discretion conferred by a contract.

66. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit—not merely the letter—of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the

spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

67. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes his conduct to be justified. A lack of good faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Other examples of violations of good faith and fair dealing are willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

68. BPPR breached the covenant of good faith and fair dealing as explained herein.

69. Each of Defendant's actions was done in bad faith and was arbitrary and capricious.

70. Plaintiff and members of the putative Classes have performed all of the obligations imposed on them pursuant to the Deposit Agreement.

71. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches of the covenant of good faith and fair dealing.

COUNT III
UNJUST ENRICHMENT
(In the Alternative to COUNT I and COUNT II)
(On Behalf of Plaintiff and the Classes)

72. Plaintiff repeats, realleges, and incorporates by reference paragraphs 1-56 of this Petition as if fully set forth herein.

73. This Count is brought solely in the alternative. Plaintiff acknowledges that his breach of contract claim cannot be tried along with unjust enrichment.

74. To the detriment of Plaintiff and the Class, Defendant has been, and continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

75. Plaintiff and the Classes conferred a benefit on Defendant when they paid Defendant the fees that were not disclosed or allowed for in the in the Deposit Agreement.

76. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits, which under the circumstances, would be unjust to allow Defendant to retain.

77. Plaintiff and the Classes, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Classes, demands a jury trial on all claims so triable and judgment as follows:

A. Certifying the proposed Classes pursuant to Federal Rule of Civil Procedure 23, appointing the Plaintiff as representative of the Classes, and appointing counsel for Plaintiff as lead counsel for the respective Classes;

B. Declaring that Defendant's policies and practices as described herein constitute a breach of contract and a breach of the covenant of good faith and fair dealing or unjust enrichment;

C. Enjoining Defendant from the wrongful conduct as described herein;

D. Awarding restitution of all fees at issue paid to Defendant by Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;

E. Compelling disgorgement of the ill-gotten gains derived by Defendant from its misconduct;

F. Awarding actual and/or compensatory damages in an amount according to proof;

G. Awarding pre-judgment interest at the maximum rate permitted by applicable law;

H. Reimbursing all costs, expenses, and disbursements accrued by Plaintiff in connection with this action, including reasonable attorneys' fees, costs, and expenses, pursuant to applicable law and any other basis; and

I. Awarding such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Class Action Complaint that are so triable.

Dated: January 31, 2020.

Respectfully submitted,

BY:

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* *Pro hac vice* application to be promptly filed

ACCOUNT OPENING AND USAGE		
Minimum deposit needed to open account	\$15.00	
Monthly service fee	\$3.00	If the balance is \$250.00 or more in the statement period.
	\$5.00	If the balance is less than \$250.00 in the statement period.
Dormant account fee	\$10.00	Per month charge after 6 months with no deposits, withdrawals, or payments.
ATH / International ATH card replacement	\$5.00	For replacement due to loss, theft, damage and /or additional card. This fee does not apply to automatic renewals.
Electronic debit cancellation (EFT)	\$15.00	For cancelling an electronic payment and to avoid future account debits from a specific merchant.
Automated Teller Machine (ATM) Fees		
Withdrawals at ATMs belonging to Banco Popular in Puerto Rico (BPPR), in United States Virgin Islands (USVI) and in British Virgin Islands (Tortola). Withdrawals at ATMs belonging to Popular Community Bank (PCB) or to other banks in the United States (US).	\$0.00	Withdrawals at ATMs (non PCB's) in the United States may be subject to charges from the ATM owner.
Withdrawals at ATMs belonging to other banks that are members of the ATH Network (Banks and Credit Unions associated to the ATH Network)	\$0.50	Not applicable if you maintain each day of the statement period a balance greater than \$250.00. If you fail to maintain the required balance, the fee will apply to each withdrawal. The ATM owner may assess other fees.
Withdrawals at privately owned ATMs that are not members of the ATH Network	\$2.00	Applies to each withdrawal. The ATM owner may assess other fees.
Withdrawals at ATMs and purchases in foreign countries	2.00%	Applies to the total withdrawal amount at ATMs and purchases outside the US, PR, USVI and at non-BPPR ATMs in Tortola. Charge applies per withdrawal and purchase. The ATM owner may assess other fees. This fee includes 1% charged by VISA® and 1% charged by BPPR after conversion to USD Currency.
Check related fees		
Each drawn check	\$0.50	Charge per check drawn in excess of 10 during the statement period.
Checkbook Order	Varies	Depending on the style you select plus shipping costs.
Stop payment for 6 months	\$10.00	Per check or group of checks in sequence.
Stop payment extension	\$10.00	For extending the original stop payment period for 6 additional months.
Stop payment for 12 months (simultaneous stop payment and renewal)	\$15.00	Per check or group of checks in sequence.
OVERDRAFT POLICIES*		
Option 1: Standard	You will not incur in overdraft fees in Automated Teller Machines (ATM) transactions and / or purchases with debit cards.	
ATM transactions and / or Debit Card Purchases	\$0.00	If you do not opt-in for the Overdraft Service to pay ATM transactions and / or Debit Card purchases when you have insufficient funds or non-available funds.
Electronic Transaction (Pay by Phone and / or Electronic Debit) and / or paid or returned check	\$15.00	The Bank may, at its discretion, pay these transactions without requiring your authorization. Per overdraft. Will be charged if the Bank pays or returns an electronic transaction (Pay by Phone and / or Electronic Debit) and / or pay or return a check against insufficient funds or non-available funds.
Option 2: Overdraft Service	You authorize the Bank to pay Automated Teller Machines (ATM) transactions and / or purchases with Debit Cards	
Automated Teller Machines transactions and / or Purchases Paid with Debit Cards	\$15.00	At its discretion, the Bank reserves its right to pay the transaction. You will be charged per overdraft if the Bank decides to pay the transaction at an ATM or payments with your ATH® Debit Card against insufficient funds or non-available funds. This fee applies only if you authorize it. If you want the Bank to authorize and pay overdrafts for automated teller machine transactions and purchases with your ATH® Debit Card, access www.popular.com and complete the application or visit your nearest branch.

Electronic Transaction (Pay by Phone and / or Electronic Debit) and / or paid or returned check	\$15.00	The Bank may, at its discretion, pay these transactions without requiring your authorization. Per Overdraft. Will be charged if the Bank pays or returns an electronic transaction (Pay by Phone and / or Electronic Debit) and / or paid or returned check against insufficient funds or non-available funds.
Options 1 and 2: The Bank will not assess you more than 5 charges per day (maximum \$75.00) for transactions or paid or returned cheks regardless it is by Overdraft Service, Insufficient Funds and / or Non-Available Funds. In addition, the Overdraft Maintenance fee described below may also apply.		
Overdraft Maintenance		
Overdraft Maintenance	\$5.00	If your account remains overdrawn for more than 5 days, a daily charge will be applied from the 6th day in negative balance, excluding Saturday, Sunday, and federal holidays. The fee will be applied up to a maximum of 15 days.
PROCESSING POLICIES		
Order in which your transactions are processed		
<ol style="list-style-type: none"> 1. Deposits and Credits. 2. Debits, based on category, by the date and time, in the following order: <ol style="list-style-type: none"> a. Withdrawals with a debit card in our branches or at Automated Teller Machines. b. Checks cashed at our branches. c. Purchase transactions with a debit card. d. Other Debits (Pay by Phone ®, transfers between accounts, wire transfers, and debit notices). <p>In the event a transaction is received without a time stamp, it will be processed based on the category after the transactions that have time stamps.</p> <ol style="list-style-type: none"> 3. ACH debits (electronic payments) in the order in which they are received. 4. Checks based on the order of the check number. Checks with no sequence number will be processed from highest to lowest dollar amount. 		
When your funds will be available *		
Available for withdrawal the same date of the deposit:	Electronic funds transfers such as Social Security benefits and Direct Deposit payroll.	
Available for withdrawal on the next business day:	Cash, Wire Transfer, and Checks drawn against any Banco Popular branch located in Puerto Rico or the US and British Virgin Islands; US Treasury Checks; Postal Money Orders; Federal Home Loan Bank Checks; and Federal Reserve Bank Checks, Certified Checks, Official Checks and Checks from the Government of the Commonwealth of Puerto Rico made payable to the owner of the account and presented directly to a Bank Representative using the Bank's Special Deposit Slip and the first \$200 of the total deposit of other checks drawn on banks other than Banco Popular.	
Availability for other deposited checks:	The first \$200 of the aggregate sum of other checks deposited on any business day will be available in the following manner: If the \$200 or less, the entire amount will be available on the next business day. If the total is more than \$200, \$200 will be available on the next business day, \$400 will available on the second business day after the deposit date, and the remainder of the deposited funds will be available on the third business day following the deposit date.	
ERROR AND DISPUTE RESOLUTION*		
If you believe that there is an error in your account statement or the receipt issued by an ATM or POS terminal:		
Call Us at 787-724-3659 (Mobiles and PR Metropolitan Area) or toll-free 1-888-724-3659 (Outside PR Metropolitan Area, USVI and BVI). Telephone available for the hearing impaired (TDD): 787-753-9677 (PR Metropolitan Area) or toll-free 1-800-981-9666 (Outside PR Metropolitan Area, USVI and BVI). You can also send your claim to the following address: Banco Popular de Puerto Rico, Customer Resolution Center (685), PO Box 362708, San Juan, Puerto Rico 00936-2708. The Bank must have knowledge of the complaint within sixty (60) days following the day the first account statement containing the error was sent.		
In the event a dispute shall arise between the parties to Banco Popular de Puerto Rico's Deposit Accounts Agreement eligible to be resolve in our court system, you may pursue the claim accordingly.		

*** For more details or information, refer to the Deposit Accounts Agreement for Individuals.**

For updated information, call Telebanco Popular at (787) 724-3659 (mobiles and PR Metropolitan Area) or 1-888-724-3659 (outside PR Metropolitan Area, USVI and BVI). Telephone available for the hearing impaired (TDD): 787-753-9677 (PR Metropolitan Area) or toll-free: 1-800-981-9666 (outside PR Metropolitan Area, USVI and BVI).

Terms, conditions and fees for accounts, products, programs and services are subject to change.

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GENERAL TIPS

How to avoid charges in your account

- Pay through more than 5,000 business in Pay by Phone, obtain a confirmation number of the payment made and avoid charges for drawn checks.
- If a check was lost, try to locate it before proceeding with the suspension. In case of loss or theft of more than one check, be sure to include them all in the same request if they are in the same sequence.
- Withdraw cash at over 600 ATMs owned by BPPR to avoid charges at other ATMs. Find the nearest ATM from you through [www. http://locator.popular.com](http://locator.popular.com)
- Make transfers between your accounts through Internet banking.
- Make sure you receive and verify your monthly statement or use Telebanco or Mi Banco Online to validate your transactions. If the required account balance is maintained you will avoid overdrafts charges.
- Use Mi Banco Alerts where you will be notified by text message or email every time you use your ATH or exceed your budget.
- Avoid photocopy fees; use Internet Banking to obtain up to 13 months of payment history and up to 18 months of transaction history with images of checks and deposit slips.
- Never provide personal information over the phone, of your accounts or cards.
- If you change your address be sure to notify the bank.
- Keep your ATH in a safe place. Also, use the envelope provided and this will prevent damaging the magnetic stripe.
- Cancel your electronic transactions (EFT) directly with the business.

AVAILABLE OPTIONAL SERVICES

SERVICE	FEE	WHICH SERVICES ARE PROVIDED?
Wire Transfers		
Incoming Domestic and International	\$15.00	Fund transfers to your account from any place in the US and foreign countries.*
Outgoing Domestic and International	Commissions: For accounts in Puerto Rico, minimum: \$25; maximum: \$35, based on the amount. For accounts in USVI and Tortola, minimum: \$25; maximum: \$40, based on the amount. Transmission: For PR, USVI, and Tortola: \$25	Fund transfers from your account to any place in the US and foreign countries.*
Foreign Currency		
Purchase and Sale of Foreign Currency	1% of the equivalent in dollars Minimum: \$10 Maximum: Based on the amount	Currency exchange from U.S. currency to foreign currency or vice versa.
Foreign Currency Checks	\$15.00	Check issuance in foreign currency.
Official or Provisionals Checks / Check Books / Debit Cards		
Official Checks	\$10.00	Official Check Purchase.
Money Orders	Fluctuates from \$4 to \$10, based on the amount. For Acceso Popular, Acceso ETA and Acceso Universitario it fluctuates from \$3 to \$10, based on the amount.	A money order can be used instead of a check.
Provisional Checks	\$2 each page of 4 checks	Checks are provided at the branch when the customer does not have available checks.
Urgent request for International ATH	\$25 Cost may vary depending on the international address destination	FedEx delivery could take between 1-2 business days.
Confirmation Letters / Processing Charges		
Direct Deposit Certification	\$5.00	To certify that the customer receives Direct Deposit service in the account.
Account Balance Certification	\$5.00	To certify that the customer maintains a deposit account with the Bank and to inform the balance amount.
Active Account Certification	\$5.00	To certify that the customer has an account with the Bank, but without the balance information.
Consulate Letter	\$10.00	A balance certification required by a Consulate for a customer that has deposit accounts with the Bank and requests entrance to the United States and Puerto Rico.
Non-Customer Certification	\$15.00	The letter certifies that the person does not have an account with the Bank.
Garnishment	\$75.00	Applies to any garnishment issued by the Court, CRIM-PR (Centro de Recaudación Municipal), Internal Revenue Service (IRS), Treasury Department-PR(Departamento de Hacienda), ASUME-PR (Administración para el Sustento de Menores) and any other government agency.
Photocopies		
Check Photocopy	\$5 in paper / \$4 in CD/DVD	This charge is per page. For the CD/DVD, must request 10 items or more.
Account Statement Photocopies	\$5 in paper / \$4 in CD/DVD	This charge is per page. Does not apply to IRA statements photocopies neither Payroll Cards. For the CD/DVD option, must request 10 statements or more.
Miscellaneous Photocopies	\$5 in paper / \$4 in CD/DVD	Among others, applies to deposit slips, credit or debit notices, savings withdrawals and deposited checks.

* Wire transfers to or from sanctioned countries are not permitted by the Department of Treasury of the United States (OFAC).

BANCO POPULAR DE PUERTO RICO
DEPOSIT ACCOUNTS AGREEMENT
FOR INDIVIDUALS

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Individual Deposit Accounts Agreement

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READ THIS AGREEMENT AND THE APPLICABLE ADDENDUMS (together, the “Agreement”) CAREFULLY since it contains the terms and conditions that will govern Your banking relationship with Banco Popular de Puerto Rico (the “Bank”). This Agreement and its Addendums may be amended or supplemented from time to time.

I. GENERAL PROVISIONS

A. Business Days, Business Hours and Effective Date of Transactions

Bank business days are Monday through Friday, excluding federal holidays. Although the Bank offers services to the public some Saturdays, Sundays and federal holidays, these dates are not considered business days. The Bank’s business day schedule and hours are posted at each branch, and may be subject to change from time to time, at the Bank’s discretion. The Internet Banking and TeleBanco Popular services will be available 24 hours a day all year long subject to the availability of communication with these services and the terms and conditions applicable to each.

The Bank will process deposit transactions according to the Disclosure Related to the Availability of Funds Deposited in Individual Accounts (Regulation CC) of this Agreement. Other transactions carried out at branches may be processed as of the same date, the next business date or as posted at each branch.

B. Forms

To facilitate the prompt processing of your transactions, You should use the Bank’s forms, including the personalized deposit slips, for all transactions. All information provided must be legible.

C. Deposits

1. The Bank reserves the right to digitalize checks and other original items received in deposit and to process them electronically. You recognize that this digitalization process entails the destruction of original checks or items and, on occasions, the creation of a substitute check. For purposes of this Agreement, the term “substitute check” refers to a paper reproduction of an electronic image of the original check that complies with the requirements set forth in a federal act known as the Check Clearing for the 21st Century Act (“Check 21”). See Disclosure Related to the Availability of Funds Deposited in Individual Accounts of this Agreement. These checks have the same legal properties as the original checks issued by You.
2. You may make deposits in person, by mail or by any other method provided by the Bank, such as Automated Teller Machines and deposit boxes. The Bank does not assume responsibility for your deposits until the receipt of such deposit is acknowledged. You may not deposit cash in the branch deposit boxes or the Automated Teller Machines and if You do it shall be at your own risk. The Bank’s determination with respect to the amount of cash deposited shall be final.
3. The Bank recommends the use of personalized deposit slips to facilitate the prompt crediting of deposits to the Account. In the case of deposit slips that have been filled out by hand with the name and account number to be credited, the Bank shall rely on the account number indicated on the deposit slip and shall not be obliged to verify that the account number belongs to the person named on the deposit slip.

4. The Bank will credit deposits that comply with the terms and conditions of this Agreement. The Bank may refuse to credit a deposit when the information is incomplete, illegible, inconsistent with the information given when You opened your Account, or if the deposit fails to abide by any of the provisions or the applicable law.
5. At the time a deposit is made to the Account, the Teller will only verify the cash. Checks and other items deposited will be verified not later than the following business day after the deposit was received. Any discrepancy or omission will be notified to You by mail. The Bank’s determination to this effect shall be deemed correct. The Bank may at any time refuse to accept on deposit any check or instrument with a prior endorsement to that by the account holder or its authorized representative, including bank checks or managerial checks.

If the Bank determines that the cash deposited was counterfeited currency or that the checks or the other items deposited were improperly or fraudulently issued or negotiated or, if the Bank receives a claim to those effects, the Bank may debit any of your Accounts for the corresponding amount. The Bank will notify You of the adjustment to your Account by mail.

6. The Bank may ignore information or legend on checks and other deposited items, other than the signature, the drawee bank and drawer’s identification, amount, endorsements, and other encoded information, according to the standard banking practice.
7. Upon receipt of checks and other items for deposit or collection, the Bank acts as a collection agent on your behalf, registering items subject to final settlement. In this case the Bank’s responsibility is limited to exercising ordinary care. Upon final settlement the item is considered collected. If final payment is not received, or if any item deposited in cash must be reversed for any reason, the Bank is expressly authorized to debit, at any moment and without prior notification, any of your accounts for the amount of the item, the penalty fee imposed by the Bank on returned items, interest paid on the deposited items, and any other related charges.
8. The Bank reserves the right to accept or limit any deposit, and to require the withdrawal of a deposit when it deems convenient. When the Bank requires the withdrawal of a deposit or any part of it, such deposit will not accrue interest from the date of the request.
9. The Bank may require that You provide certain warranties and indemnities as a condition precedent to accepting for deposit a substitute check created by a non-banking entity.

D. Payment Orders

1. The Bank may refuse to pay any check, substitute check or item against the Account (payment order) if:
 - a. the item:
 - (1) is incorrectly or incompletely issued or endorsed;
 - (2) is issued in a form that has not been approved by the Bank;
 - (3) is unauthorized for deposit in the Account;
 - (4) is unauthorized for payment;

- (5) exceeds the frequency or the amount of withdrawals allowed for the type of Account;
 - (6) is drawn for a smaller amount than the minimum permitted for that type of Account;
- b. if the Account is subject to a dispute; or
 - c. if the Account is subject to an attachment or lien, has been pledged to secure an obligation, if availability of funds cannot be verified, or if the Account is subject to setoff against amount due to the Bank.
2. The Bank may pay from your Account any electronic debit authorized by you to pay for group insurance available only through the Bank and payable only by means of an aggregate payment from the Bank to the insurer. The Bank shall not need a written confirmation from you to pay such debits, instead you agree that the Bank may rely on the authorization you give the insurer whether such authorization is given in writing or verbally. In accordance with applicable regulation these debits will not be deemed electronic transfers.
 3. The Bank is under no obligation to pay an item drawn against insufficient funds if You are not in compliance with any provision of this Agreement. If there are available enough funds to cover part, but not all of the items drawn against the Account, the Bank may, at its sole option, determine which items to honor.
 4. In the event of wrongful dishonor of an item, the Bank shall be liable to You only for the actual proximate damages, which are conclusively proved by You. Consequential damages or damages to your reputation, business, or other activities shall not be presumed.
 5. The Bank is under no obligation to pay a check which is presented for payment more than six (6) months after its issue date; however, it may charge your Account for a payment made thereafter without incurring in any responsibility.
 6. In compliance with the Bank's legal reserve requirements the Bank reserves the right to require a seven (7) days prior written notice from You if You wish to withdraw funds deposited in the investment or savings section of a combined account with a transaction account.

E. Overdrafts

1. The Bank shall determine if an Account has available funds to honor an item at any time from the time of receipt of such item until the cut-off time established by the Bank to return the item. Only one determination of availability of funds will be made by the Bank. If upon such determination it appears that funds in the Account are insufficient to pay the item, the Bank is under no obligation to pay the item and may return it. The Bank is not required to send a notice prior to returning items for insufficient funds.
2. The Bank may, at its option, pay any payment order or item against the Account even if it creates an overdraft; provided, however, that the payment of one or several overdrafts shall not bind the Bank to pay subsequent overdrafts.
3. An insufficient balance in the account, that is not covered by a Line of Credit is subject to a charge as set forth in the prevailing disclosure of applicable charges. Items drawn against unavailable funds in

the Account may also be subject to a charge. You agree to deposit sufficient funds to cover any overdraft, plus interest for the amount in overdraft (at the maximum rate permitted by law, or regulation, or as established in the prevailing Addendum to the Deposit Accounts Agreement) from the date of the overdraft until the date in which the complete payment is made, and any other applicable charge.

You also agree to reimburse the Bank for any expense incurred in the collection of the overdraft including, but not limited to, legal fees and litigation expenses authorized by law.

4. The Bank may pay items drawn against the Account, even though the payment of particular items may cause insufficiency of funds to honor other items that may otherwise have been honored.
5. The Bank may set-off overdrafts in a joint and several (and/or) or joint (and) Account against funds deposited in any of your accounts, whether joint and several or joint.
6. The types of transactions that may generate overdraft fees are checks and withdrawals made at branches. Non recurrent withdrawals made at ATM machines (ATH) or other type of electronic transactions may cause overdraft charges if you authorize these services.

F. Stop Payments

1. The Bank shall accept Stop Payment Orders on checks and preauthorized debits (i.e. insurance policies and other payments) from any Account Holder. Stop Payment Orders shall be placed in the printed forms provided by the Bank for this purpose, or by telephone through TeleBanco Popular. A stop payment order may be subject to applicable charges as established by the Bank from time to time.
2. The Bank will confirm your telephone stop payment orders in writing on the following business day.
3. All Stop Payment Orders shall become effective on the business day following the day it was placed, in order for the Bank to have a reasonable opportunity to act upon the order. If the Stop Payment Order is placed on a non business day, it shall be deemed to have been placed on the business day following the actual date of placement of the order. In that event, the Stop Payment Order shall be effective on the second business day.
4. A Stop Payment Order will be invalid and inoperative if the item is paid or a debit is performed prior to the effective date of the order. Acceptance by the Bank of a Stop Payment Order does not constitute a representation that the item has not been paid.
5. The Bank shall not be liable for Stop Payment Orders placed after the checks have been paid, or for errors or omissions in the information provided by You about the item, which may prevent the Bank from enforcing the Stop Payment Order.
6. Upon placing a Stop Payment Order, You guarantee that You have not received any benefit, credit, merchandise or service in consideration for the check or pre-authorized debit which payment You seek to stop.
7. You agree that, in case any claim is made to the Bank for payment of a check or preauthorized debit while a Stop Payment Order was in effect, You will present to the Bank proof of any loss claimed,

together with a sworn statement before a notary public confirming the guarantee required in the preceding paragraph 6.

8. You agree that the Stop Payment Order will be valid for six (6) months (180 days), from the date of the request, unless prior to the expiration of the original six-months term You cancel the order or request it be renewed for an additional six (6) months (180 days).
9. You agree to indemnify the Bank for any damage, expense, or cost incurred by the Bank as a consequence of any claim from the endorser, or any other person, for having honored the request for a Stop Payment Order.
10. For stop payment orders on preauthorized debits, such as insurance policies and other payments, You shall request the cancellation of the debit first to the issuer and submit to the Bank copy of the letter requesting the cancellation. Only then will the Bank be able to proceed with stop payment order. You must request the stop payment order fifteen (15) days prior to the effective date of the pre-authorized debit. The Stop Payment Order will only apply to the payment processing system utilized by the company at the time You request the stop payment.
11. A Stop Payment Order with regards to a postdated check shall be effective from the next business day following the date when the stop payment order is placed until the day before the effective date of the check, unless the order is cancelled before its expiration. If the stop payment is requested on a non-business day, it will be deemed requested on the next business day after the date of the request. In this case, the stop payment order will be effective on the second business day.

G. Loss of Non-issued Checks (Blank Checks)

You agree to immediately notify the Bank in writing in the event of the loss or theft of any unissued checks. You shall have the option of closing the Account, in which case, a new account will be opened with the corresponding balance, or request a stop payment order of the checks, which shall be subject to the terms applicable to stop payment orders in this Agreement.

H. Post-Dated Checks

1. You assume full responsibility for the issuance of postdated checks.
2. The Bank may charge against the Account any postdated check presented for collection before the date of the check, unless You give prior written notice to the Bank of the drawing of a postdated check. This notice must describe the check with reasonable certainty. The Bank shall treat this notice as a stop payment order valid until the date of the check. Therefore, such notice shall be ruled by the same terms and conditions established for the Stop Payment Orders, except as provided for the enforcement period.
3. The Bank shall not be responsible for damages or losses claimed by You or third parties, for payment of a postdated check.

I. Check Orders

You shall place check orders with those suppliers that meet the quality and processing requirements established by the Bank.

J. Change of Address

1. You shall notify the Bank, in writing, in person by visiting any branch, through TeleBanco Popular or through any other means provided by the Bank from time to time, of any change of address at which your

periodic statements are received. The change will be effective on the next business day after receipt of notice or as determined by the Bank from time to time.

2. You agree that the Bank shall not be liable for delays in the receipt of the Account Statement or any other notice or correspondence, when a change of address has not been notified.

K. Authorized Signatures

1. You shall designate on the Signatures Document or by a special resolution, as applicable, at the moment of the account opening, the persons authorized to sign in the Account, and shall give instructions regarding the number of signatures required to draw items and other payment orders against the Account. In the absence of specific instructions in this regard, the Bank may pay any item bearing at least one of the Authorized Signatures.
2. You may authorize the use of signatures reproduced by a special machine (Facsimile Signatures) as the Account's authorized signatures on the Signatures Document or by special resolution, as the case may be.
3. You shall provide the Bank with a sample of any Facsimile Signature. You shall be responsible for maintaining the facsimile signature machine under strict control and will verify account statements and canceled checks or their electronic reproduction, as specified in this Agreement, to identify the unauthorized use of the Facsimile Signature. You agree that the Bank may honor payment orders bearing the authorized Facsimile Signature, even when made by an unauthorized person or by means of a counterfeit facsimile signature machine.
4. You agree to release and indemnify the Bank from any and all liability resulting from the use of Facsimile Signatures, including lawyer's fees and any litigation expense.
5. You agree to register your signature whenever it has deviated appreciably from that appearing in the Signatures Document. You agree to release the Bank from any and all liability for dishonoring an item for reason of the signature's dissimilarity with the specimen registered in the Signatures Document.
6. You recognize that the process of creating electronic images of checks or other original items required for the electronic exchange, may entail the disappearance of the security features the checks might have contained. The Bank will not be held responsible for the losses that may result when paying a substitute check that the Bank would not have paid had it received the original item with its corresponding security features.

L. Pledge of Funds

You may pledge to the Bank any funds deposited in the Account, as collateral security for any obligation granted by the Bank, if such guarantee were required and accepted by the Bank.

M. Transfer to Third Parties

Funds deposited in the Account shall not be pledged or assigned to third persons or institutions as guarantee for loans and other obligations except as accepted in writing by the Bank.

N. Joint and Several Accounts (And/Or)

1. If your account is a Joint and Several account (and/or), each account holder ("the Account Holder or the Account Holders") shall have the

right to make deposits and withdrawals, place a stop payment order, and make special arrangements related to the Account, including the closing of the Account. Each Account Holder guarantees the signature of the other Account Holders, and authorizes them to endorse payment orders for deposit, if the payment order are payable to the order of any of the Account Holders.

2. Account Holders are deemed to be joint and several owners of the funds deposited in the Account, and are deemed to be joint and several creditors of the Bank with respect to all such funds. The Bank may release the total amount of deposited funds to any of Account Holders.
3. Each Account Holder authorizes the Bank to setoff any obligation of any of Account Holders against any and all funds in the Account, even if only one Depositor is obligated thereunder. This right shall exist irrespectively of which Account Holder makes deposits to the Account.
4. You agree that any court order prohibiting withdrawals of funds from the Account, issued against any one or all of Account Holders, shall be subordinated to the Bank's right of setoff and/or as secured creditor.
5. You agree that a notification sent by the Bank to one Account Holder shall be deemed to have been sent to all Account Holders of the Account.

O. Joint Accounts (And)

1. The Bank may open a Joint Account (and) under certain circumstances and at its sole discretion. If your account is a Joint Account (and), all Account Holders authorize two or more of them to sign for the Account, and the joint signatures of these two or more Account Holders shall be required to effect transactions.
2. The Bank shall require the presence or signature of all Account Holders, as established in the Account opening documents and Signatures Document or special resolution in the applicable cases, to effect any transaction or give instructions to the Bank regarding the handling of the Account; provided however, that any one of the Account Holders may place Stop Payment Orders on checks or electronic debits drawn against the Account.
3. The Account Holders are deemed to be joint owners of the funds in the Account, and are deemed to be joint creditors of the Bank with respect to such funds. The Bank will be liable to all Account Holders jointly.
4. In the event of an overdraft in the Account, You agree that Account Holders are jointly and severally liable to the Bank for the total amount in overdraft.
5. Account Holders shall not have access to the Account by means of an ATH debit card.

P. Death of a Depositor

1. In the event an Account Holder dies, the surviving Account Holder shall immediately notify the Bank. The Bank will codify the Account and freeze any funds pursuant to applicable law. The distribution of the account balance shall be subject to the provisions of the Civil Code of the Commonwealth of Puerto Rico, the Inheritance and Donations Tax Law, and the regulations promulgated by the Secretary of the Treasury of Puerto Rico thereunder.

2. In the event of the decease of an Authorized Signatory, You shall submit to the Bank the necessary information to substitute the signature of the deceased Authorized Signatory.

Q. Account Statement

1. For those accounts that include an Account Statement in paper, the Bank will send it as required by this Agreement. The Account Statement shall reflect all transactions in the Account during the period covered in the Statement.
2. With the periodic Account Statement, You may receive the original canceled checks, substitute checks or an electronic reproduction of the canceled checks and any items processed during the account cycle. The Bank reserves the right to retain and destroy the original canceled checks, substitute checks and other items processed.
3. The Bank shall retain a copy of the front and back of items processed in microfilm or electronic media. Copy of the checks, substitute checks and items shall be retained at least for the term required by Law following the date of the Account Statement. You may request a certified copy of any check, substitute checks or item processed through any of the Bank branches in Puerto Rico, by calling TeleBanco Popular, or Internet Banking. The Bank will send a facsimile or image of the items within a reasonable time. You agree to pay the applicable fees for reproduction and delivery of the items.
4. You shall notify the Bank immediately, in writing, if you have not received the Account Statement within the fifteen (15) days following the closing of the corresponding cycle, unless otherwise stated by law or regulation applicable to the Bank.
5. You shall promptly examine the Account Statement and the documents included therewith to identify any unauthorized charge, including charges for altered checks, check issued with fraudulent signature or without signature. The Account Statement shall be deemed correct, unless You promptly notify the Bank, in writing, of any error. The Bank shall not be responsible for an Account charge if: (a) You did not exercise due diligence when verifying the Account Statement and did not inform the Bank about unauthorized signatures or alterations within the thirty (30) days following the date of the Account Statement; or (b) the payment orders were so expertly forged that a rational person would not have detected the forgery or alteration. Moreover, should You receive substitute checks with your Account Statement, You shall examine them and inform the Bank about any claims you may have with regards to such substitute checks within the term and pursuant to the procedures set forth in the Section Disclosure Related to the Availability of Funds Deposited in Individual Transaction Accounts (Regulation CC) of this Agreement.
6. You shall notify the Bank immediately if the Account Statement contains any unauthorized electronic transactions. Please, refer to Section Disclosure for Electronic Fund Transfers (Regulation E) for a detailed explanation of your obligations under said regulation.
7. You shall carefully examine the Account Statement to detect whether any deposit or electronic credit has been omitted or added. You shall immediately notify the Bank of any such situation in order that the Bank may be able to investigate the claim and take any necessary action.

8. The Bank reserves the right to request, and You agree to provide, any document or sworn statement that might be necessary to process a claim under this section.

R. Charges

1. You shall pay to the Bank the monthly service charge due in accordance with the type of account selected on the Addendum to this Agreement.
2. You agree that the service charges stipulated in the Addendum do not include additional services that You may request and are not established in this Agreement, as for example: check printing, copies, delivery of documents, and information, among others.
3. You authorize the Bank to debit monthly the Account for the corresponding monthly service charge and any other charges for additional services requested.
4. The Bank may change the service charges, from time to time, upon written notice to You thirty (30) days prior to the effective date of the change. Also, You should notify the Bank immediately if your monthly account statement shows service charges that You understand do not apply. If You do NOT notify the Bank within 60 days following the date of the first statement where the charge in question appeared, and the Bank can prove that the service charge applies, You will not have the right to any refund for the service fee charged after this period.
5. Any change or additional requirement made by You in relation to this Agreement, may entail a revision of the service charges stipulated in the Addendum.
6. The Bank shall not be liable for dishonoring checks or withdrawals due to insufficient funds in the Account as a result of posting correct service charges.

S. Legal Processes Against Accounts/Attachments

1. You agree that the Bank will comply with any order or writ of attachment issued by a court or governmental authority (including but not limited to the Treasury Department and the Federal Internal Revenue Service), and will freeze and/or deliver funds available in the Account at the time the order or writ of attachment is presented to the Bank, in accordance with its terms.
2. The Bank shall be under no obligation to contest, challenge, or question the terms of an order, notice of levy or writ of attachment, or to raise any defense that You may have against the person or entity promoting the order or writ. The Bank shall strictly comply with the terms of any such order or writ, until it has been served with an order or a resolution issued by the same court or authority indicating that the same be released. Presentment to the Bank of evidence of payment of the debt or release of the obligation that prompted the order or notice of levy shall not be sufficient for the Bank to release the funds.
3. If the order or writ of attachment were issued against any one of the Account Holders in a joint and several account (and/or), the Bank will proceed to freeze and/or deliver the funds as per the order or writ without the need to determine ownership of the funds or the legality of the order or writ.
4. If the Account is subject to any legal proceeding, the Bank may refuse to honor any item drawn against it until resolution of such proceeding.

The Bank shall not be liable to You for amounts paid pursuant to an order, attachment, or notice of levy, even if such payment precludes the payment of items that are properly payable from the Account.

5. If the Bank incurs in any expense, including but no limited to, legal fees and other disbursement related with any legal action, that are not reimbursed, the Bank may charge the Account for the same without prior notice to You.
6. The Bank may impose a processing fee in the event it is served with an order to garnish funds in the account.
7. The Bank may, at its option, refuse to honor checks or payment orders against the Account for a reasonable period after receiving notification of an actual or potential claim against the Account.
8. Any attachment, pledge, or lien against the Account is subordinated to the Bank's right of setoff and security interest.

T. Inactive Accounts and Unclaimed Funds

1. If You do not make transactions in your Account for a period of six (6) months for transaction accounts or twelve (12) months for savings accounts, the Bank may make charges against the Account for not using the Account until You reactivate your account. Upon the expiration of the term the Bank will mark your Account as inactive.
2. All accounts with registered address in Puerto Rico, that remain inactive for a consecutive period of five (5) years or more will be closed, and the funds will be transferred to the Commissioner of Financial Institutions, or such other entity that has the right to receive such monies under applicable escheat laws. Accounts with registered addresses outside Puerto Rico will be subject to the escheat laws of the state or country of their last registered address.

U. Electronic Banking Services

1. The Bank offers a series of electronic services related to the Account through Internet Banking and TelePago Popular. These services are offered pursuant to the Electronic Banking Services Agreement and this Agreement. In the event of a discrepancy with respect to the electronic services between the terms of the Electronic Banking Services Agreement and this Agreement, the terms of the Electronic Banking Services Agreement shall prevail. For details regarding the Electronic Banking Services Agreement, refer to www.popular.com, Terms & Condition of Use, Electronic Banking Services Terms of Use and Privacy Statement.
2. You acknowledge that the Bank may occasionally monitor and/or record calls to TeleBanco Popular to ensure quality of service and adequate supervision of TeleBanco Popular employees. Every caller to TeleBanco Popular is advised of this possibility and has the opportunity to terminate the conversation. You fully recognize the reasonableness of this practice and expressly consents hereby to the Bank monitoring and/or recording your calls to TeleBanco Popular for the indicated purpose.

V. Setoff

The Bank is expressly authorized to debit your Account for any amounts owed by You to the Bank, in any capacity, without prior notice, subject to the provisions of applicable law.

W. Other Services

The Bank offers various services with your account, including Telepago Popular, Internet Banking and MOBILE Banking. To access these services You must maintain an Account with the Bank. These services as well as any other services that the Bank may offer from time to time will be subject to their own terms and conditions and, as applicable, the general provisions of this Agreement.

X. Compliance

You agree to use the services described in this Agreement only for lawful purposes and in accordance with applicable law, including Anti-Money Laundering laws and regulations. You acknowledge and agree that in order to comply with the Bank's internal policies and/or applicable law (including the executive orders and regulations of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the Bank may be required to block funds, hold funds in suspense and/or turn over to appropriate authorities.

Y. Possible Financial Exploitation of the Elderly or Disabled

You acknowledge that the Bank may be required, by applicable law or regulation, to provide information about possible financial exploitation. Therefore, You authorize the Bank to disclose information such as your name, address, account signatories and transaction patterns to the agencies designated by any such law or regulation.

Z. Additional Terms and Conditions

1. At the time of opening an account with the Bank, we will be verifying your personal history of account handling at other depository institutions through a Consumer Reporting Agency. We may also provide information about the handling of your account with us to a Consumer Reporting Agency.
2. The Bank reserves the right to determine the eligibility for any such product or service as permitted by law.
3. The Bank may request your credit report in relation to the establishment of your Account at any time and afterwards as permitted by the applicable regulation.
4. You agree to maintain sufficient funds in your account to cover all the charges that the Bank may make under any clause of this Agreement.
5. You shall be in breach of this Agreement if You fail to pay any amount due to the Bank on time, if you file for bankruptcy, or if You exceed your credit limit, if applicable, without the approval of the Bank. In the event of a breach of this Agreement the Bank may claim the payment of any amount due.

If the Bank has to refer your obligations for collection, You may incur in additional charges, including but not limited to, legal and attorneys fees court costs and any other amount authorized by law.

6. The Bank shall not be liable for the noncompliance with any provision of this Agreement if said noncompliance is totally or partially caused by circumstances beyond the control and responsibility of the Bank including, but not limited to: communication failures, interruptions of electric power service, mechanical failures of the equipment used for providing the service, explosions, accidents, fire, floods, or any other fortuitous cause or act of God. In the event of occurrence of any such events, the Bank's responsibility will be limited to restoring the services as soon as possible, as permitted by the circumstances.

7. This Agreement constitutes the final agreement between the Parties. Any written or verbal agreement made prior to the execution of this Agreement is expressly rescinded and superseded. By the execution of the Addendum which constitutes part of this Agreement, You acknowledge and agree that your contractual relationship with Banco Popular de Puerto Rico is subject to the provisions contained in the Agreement.
8. You may not transfer nor assign this Agreement, or your participation in any bank service, to any other person or entity. You will neither transfer nor assign to any person or entity the authority to relay instructions to the Bank regarding to the Bank's services except as expressly authorized by the Bank.
9. The Bank's rights under this Agreement shall be cumulative not of mutually exclusive, and the Bank's election to exercise one right shall in no way affect or limit any other right or remedy to which the Bank is entitled.
10. The Bank reserves the right to amend the terms and conditions established herein at any moment. Unless another term is established in this document, or by law or regulation, said amendments could be effective as soon as they are posted in a visible location within a Bank branch.
11. The provisions of this Agreement shall remain in full force until one of the Parties notifies the other of its intention to cancel the service. Any of the Parties may cancel this Agreement upon written notice to the other. The Bank reserves the right to cancel or modify any service or account at any time. Cancellation notice will be sent by regular mail. The Bank shall not be liable for the payment of payment orders, after the cancellation notice is mailed. You are liable for charges and any other outstanding obligation incurred in relation with this Agreement as of the date of termination. For notices, doubts or questions regarding this Agreement or the Addendum, contact TeleBanco Popular.
12. This Agreement shall be interpreted under the laws of the Commonwealth of Puerto Rico and any applicable federal laws and regulations. If any clause contained in this Agreement is declared null, invalid, illegal, or in conflict with any statute, rule, applicable law, or regulations by a court with jurisdiction, such clause will be deemed to be modified or changed to comply therewith or, if this is not possible, will be excluded from this Agreement and the remaining clauses shall remain in full force and effect.
13. The Bank can change the Account for another account at any moment if the Bank determines that your use of the Account is not the use for which the Account was opened or if that use has changed.
14. By requesting to open an account with the Bank, you expressly authorize the Bank and provide us with your consent to obtain credit information at the time of account opening and periodically thereafter. Credit information may be obtained from other financial institutions or any other external source as permitted by law, including commercially available databases and credit reporting agencies, to verify your credit information and identity, and to periodically update your information such as residential address, occupation and place of work.

II. SPECIAL PROVISIONS FOR ACCOUNTS WITH RESERVE LINE OF CREDIT AND/OR GUARANTEED RESERVE WITH SAVINGS

A. RESERVE LINE OF CREDIT

1. You may apply for a Line of Credit (the "Reserve") for protection against unexpected expenses in accounts where a reserve is offered up to the maximum amount established by the Bank from time to time. You may draw against your Reserve by using checks, through withdrawals or purchases using your ATH card, by using TelePago Popular or EFT Payment transactions up to the maximum amount established by the Bank from time to time.
2. You authorize the Bank to arrange for, and obtain the necessary credit reports for the approval or renewal of the Reserve. Also, You authorize the Bank to disclose to third parties, upon request, any data pertaining to our credit experience with You, subject to applicable laws and regulations governing this matter.
3. Processing of checks or payment orders will be debited in the following order:
 - a. from the balance in the Transactions Section in your Account,
 - b. the available balance in the Reserve, and
 - c. the Guaranteed Reserve, up to the available balance, if any.
4. You may draw directly against the Reserve through payment orders drawn through the use of special checks. If You use such payment orders but do not have either an authorized Reserve or available balance in your Reserve, said payment order shall be charged against any funds available in the Transaction Section.
5. The Reserve will be subject to an Interest Charge, from the date it is used to the date of the complete payment. The Interest Charge is disclosed in the Special Provisions for Reserve Line of Credit (GEN-685A). The monthly Interest Charge that the Bank will collect is computed based on: the Annual Percentage Rate divided by the number of days in a year (365). That Daily Periodic Rate is then multiplied by the Balance subject to Interest Rate, and the product is multiplied by the number of days in the billing period. This Balance is determined by adding all outstanding balances during each day within the billing period and dividing the total by the number of days included in said period.
6. The Interest Charge will accrue and shall be collected from the date the Bank processes the advance until the date of its complete payment.
7. The Interest Charge and the corresponding Annual Percentage Rate may be changed periodically. Any change in the Interest Charge and in the corresponding Annual Percentage Rate shall be applicable to the outstanding balances prior to the effective date of such changes as well as to new charges. The Bank shall notify You, in writing, the change and its effective date.
8. You can make payments to the Reserve at any moment. The Bank will also make consecutive monthly debits to the Account for the amount described below if a balance is owed at the end of each billing cycle:

- a. 1/60 of the balance owed or a minimum payment of \$20, plus the Interest Charge, in the following accounts: Acceso Popular, Maxi Premium, Popular Plus, MultiCuenta, Cuenta Popular, E-Account and Private Management Account.
- b. 1/60 of the balance owed or a minimum payment of \$10, plus the Interest Charge, in the Avance 50 accounts.

When the principal balance plus the Interest Charge is less than applicable minimum payment, the amount will be payable in full.

If at the end of the billing period there is no balance available to make the minimum monthly payment, You will be in default, your credit history may be affected and your reserve line may be canceled.

9. Payments made by You will be credited in the following order:
 - a. To the Interest Charge applicable to the credit granted against the funds on the Guaranteed Reserve, if applicable, and then to the other Interest Charge.
 - b. To the principal outstanding balance on the Guaranteed Reserve, if applicable, and then to the Reserve.
10. You may pay the principal, in whole or in part, at any time. In such case, You shall be liable for the payment of the Interest Charge owed until the date of payment.
11. The Bank may modify or cancel your Reserve at any time, and You will remain obliged to pay the outstanding debt at that moment, including all Interest Charges. In the event of cancellation, the Transaction Section will remain open under this section. In the event of a modification to your Reserve, the Bank will allow advances from the Reserve up to the limit established by the Bank as notified.
12. If the Account has more than one Account Holder, be it an Individual Account or a Joint Account, all of the Account Holders will be considered joint debtors of the Bank and each Holder authorizes the Bank to offset any amount due in the Reserve against the funds in the Account or in any other account the holder may have.

B. GUARANTEED RESERVE

1. If your account has a checking and savings section (such as MultiCuenta Popular and Popular Plus) you have access to a reserve guaranteed by the funds in the savings section of your Account (the "Guaranteed Reserve"). The Guaranteed Reserve may be activated by using: checks, through withdrawals or purchases using your ATH card, by using TelePago Popular or EFT Payment transactions, up to the available balance in your savings section, if any.
2. The Guaranteed Reserve will be activated under the following terms:
 - a. The credit will be granted if no balance is available in the following order:
 - (1) in the Transactions Section
 - (2) in the Reserve Section, if any

- b. The amount pledged in the savings section will be for the quantity needed to cover the transactions of your account. Any amount pledged will continue bearing the interest rate established by the Bank.
 - c. You will not be allowed to withdraw or use the amount pledged in the savings section as collateral until You pay the Guaranteed Reserve.
3. The Guaranteed Reserve will be subject to an Interest Charge, from the date it is used to the date of the complete payment. The Interest Charge is disclosed in the Addendum to the Deposit Accounts Agreement (BRA-535A). The monthly Interest Charge that the Bank will collect is computed based on the following:
- a. Average daily balance- the sum of the outstanding balances during each day of the cycle divided by the number of days in that cycle.
 - b. Interest to be paid- the average daily balance multiplied by the Interest Rate of the savings section, divided by the number of days in a year (365). This result is multiplied by the number of days with balance owed in the Guaranteed Reserve.
4. The Interest Charge will accrue and shall be collected from the date the Bank processes the advance until the date of its complete payment.
5. The Interest Charge and the corresponding Annual Percentage Rate may be changed periodically. Any change in the Interest Charge and in the corresponding Annual Percentage Rate shall be applicable to the outstanding balances prior to the effective date of such changes as well as to new charges. The Bank shall notify You, in writing, the change and its effective date.
6. You can make payments to the Guaranteed Reserve at any moment. The Bank will also make consecutive monthly debits to the Account for the amount described below if a balance is owed at the end of each cycle:
- a. 1/60 of the balance owed or a minimum payment of \$20, plus the Interest Charge, in the following accounts: Acceso Popular, Maxi Premium, Popular Plus, MultiCuenta, Cuenta Popular, E-Account and Private Management Account.
 - b. 1/60 of the balance owed or a minimum payment of \$10, plus the Interest Charge, in the Avance 50 accounts.
- When the principal balance plus the Interest Charge is less than applicable minimum payment, the amount will be payable in full.
- If at the end of the billing period there is no balance available to make the minimum monthly payment, You will be in default, your credit history may be affected and your reserve line may be canceled.
7. Payments made by You to the Guaranteed Reserve will be credited in the following order:
- a. To the Interest Charge applicable to the credit granted against the funds on the Guaranteed Reserve, if applicable, and then to the other Interest Charge.
 - b. To the principal outstanding balance on the Guaranteed Reserve and then, to the Reserve, if applicable.

- 8. You may pay the principal, in whole or in part, at any time. In such case, You shall be liable for the payment of the Interest Charge owed until the date of payment.
- 9. If the Account has more than one Account Holder, be it an Individual Account or a Joint Account, all of the Account Holders will be considered joint debtors of the Bank and each Holder authorizes the Bank to offset any amount due in the Guaranteed Reserve against the funds in the Account or in any other account the holder may have.

III. USE OF THE ACCESS CARD AT AUTOMATED TELLER MACHINES, POINTS OF SALES, ELECTRONIC SERVICES AND OTHER CHANNELS

A. Access to Automated Teller Machines (ATM)

You will have access to the Account through the use of your ATH Card and your Personal Identification Number (PIN). The Card will provide access to Banco Popular's ATH Automated Teller Machines and to other ATH-Network affiliated electronic teller machines within and outside Puerto Rico, and to the local and international networks to which the Bank affiliates from time to time.

B. Use of the ATH Card

- 1. You may make withdrawals from and deposits to the Account, transfer funds between different sections of the Account and make purchases in points of sale by using the Card and the Personal Identification Number selected. Such transactions shall be regulated by the terms and conditions of this Agreement.
- 2. Deposits made at the Bank's ATH automatic teller machine will not be available for withdrawal or transfer until the amount is verified by the Bank.
- 3. The Bank reserves the right to permit cash withdrawal transactions from an ATH machine or purchases through points of sale, when they are not in direct communication with the Bank's central computer.
- 4. The Bank will process the transactions made on an ATH machine, after the closing time indicated on the particular machine, as of the next business day, as of the next business day.
- 5. If You have an approved Reserve, any overdraft of the transaction section of your Account will be charged against the Reserve, subject to the applicable terms and conditions in this Agreement. It is expressly agreed that You should not make transactions in excess of the total available balance in your Account as established in the Reserve Line of Credit Section in this Agreement.
- 6. You will be liable for debits to the Account corresponding to withdrawals of funds or merchandise purchased using the Card and the Personal Identification Number and for overdrafts resulting from a transaction, or for withdrawing amounts in excess of the available fund balance in the Account due to such debits subject to applicable laws.
- 7. If the Account is joint and several (and/or), each Account Holder will have access to an ATH Card. The Bank is authorized to recognize the Cards and the Personal Identification Number, of each of the Account Holders, as valid. Any debit to the account corresponding to withdrawn funds or merchandise acquired by any of the Account Holders using the card and the Personal Identification number will be valid. Each Account Holder will be responsible for withdrawal(s) using

any Cards, and release the Bank from any responsibility arising from losses that each may suffer as a result of the use of such Cards and Personal Identification Numbers.

8. You agree to keep your Personal Identification Number confidential to prevent electronic transactions by unauthorized persons. For said reason, You agree not to carry the Personal Identification Number together with the Card.
9. You acknowledge that the Card remains property of the Bank at all times and agree to return it immediately upon request from the Bank.
10. The Bank may cancel the Card at any time without giving you prior notice. In addition, the card will be automatically canceled if there is no activity over a period of 18 consecutive months.
11. The Bank is not responsible for the acceptance or lack of acceptance of the ATH card anywhere.
12. The use of the ATH Card for certain transactions including, but not limited to, transactions in Automated Teller Machines that do not belong to the Bank or Points of Sales and transactions through electronic channels or mobile phones, can include service fees charged by third party providers that may be added to the total amount of the transaction. Refer to the terms of use of the particular transaction to learn about the applicable fees.

IV. ATH INTERNATIONAL CARDS

- A. In some Accounts the Bank may also offer You the ATH International Classic Gold and Platinum Cards (ATH International Card or Cards). The ATH International card may be used as follows:
 1. As a Debit Card for the purchase of goods and services in all those establishments or points of sale where Visa and/or ATH Cards are accepted as a mean of payment.
 2. As a Debit Card to obtain cash advances at banks, and other financial institutions, where the Visa and/or the ATH Cards are accepted.
 3. As an access device subject to Section Use of the Access Card at Automated Teller, Machine and Points of Sale of this Agreement. It is an essential condition for the issue and use of the Card to have active a transaction account with the Bank.
- B. The ATH International Card may be used to obtain goods and services from all merchants affiliated with Visa Card. However, IT IS NOT A CREDIT CARD. The amounts corresponding to goods and services purchase transactions or cash withdrawals, WILL BE DEBITED FROM YOUR TRANSACTION ACCOUNT WITH THE BANK.
- C. In the event that a merchant or financial institution, to whom an ATH International Card is presented, obtains authorization from the Bank to accept one or more payment orders, a provisional hold will be placed on your Transaction Section, Reserve or Savings Section of you Account, for payment of said orders. You expressly release the Bank of any responsibility for holds or debits to the Account that are made with relation to one or more payments orders authorized by the Bank but thereafter not issued by You.

- D. In the event that the Bank receives a payment order corresponding to a purchase of goods or services transaction, or a withdrawal, and funds were not available in the Account, the Bank will not be obliged to increase the available balance credit in the Reserve to cover the overdraft. The Bank has the option of refusing the payment order from the merchant or financial institution, and You would be solely liable to pay the amount for the corresponding purchase or withdrawal transaction. In this case, the Bank will collect the applicable charge for dishonoring payment orders drawn against insufficient funds.
- E. Payment orders resulting from transactions made with the ATH International Card shall not be subject to Stop Payment Orders. It is expressly agreed that You waive this right.
- F. The ATH International Card issued by the Bank is not transferable. You will be able to carry out transactions with your ATH International Card by means of a PIN. Some merchants may give you the option or require that the transaction made with the ATH International card be signed by the person in whose name the card was issued. Said signature must coincide with the signature that is required to be placed by that person on the back of the ATH International card immediately upon receive.
- G. The use of the ATH International Card to access ATH teller machines and points of sale is subject to the conditions established in Section Use of the Access Card at Automated Teller Machines and Points of Sales of this Agreement.

V. SPECIAL PROVISIONS FOR ATH POP, CLUB DEL AHORRO, AHORRO REGULAR, ACCESO POPULAR, ACCESO UNIVERSITARIO, PRONTO POPULAR, CUENTA DE AHORRO Y DESARROLLO INDIVIDUAL AND U SAVE

The following provisions apply in addition to the rest of the provisions of this Agreement. In the event any special provision applicable to a particular account pursuant to this Section of the Agreement conflicts with another Section of this Agreement, the special provision will apply.

A. ATH POP

1. The ATH POP Account (Account) is a savings account that may be opened by the parents or legal tutors of children between the ages of 8 and 17. The father, mother or legal tutor expressly agrees that the funds deposited in the Account, belong and will be for the benefit of the minor (along with the father, mother or legal tutor, the "Account Holders").
2. The Account Holders will have Access to make deposit transactions, withdrawals, transfers and purchases with the Account through any channel that accepts the ATH card, including but not limited to, Automatic Teller Machines, Point of Sales (POS) and electronic services owned by the Bank or unaffiliated parties or at the Bank's Branches and Internet Banking.
3. The father, mother or legal tutor expressly authorize the Bank to:
 - a. Issue the minor an ATH Card to make any type of transactions that can be made using the ATH Card.
 - b. Send the periodic Account Statement in the name of the minor which will include the transactions made in the Account during the period covered by the Account Statement.
4. The funds deposited in the Account may not be used as collateral for loans or other liabilities.

5. The Bank will automatically convert the Account to such other account as the Bank designates when the minor reaches 19 years of age.
6. The use of the ATH Card is subject to the conditions set forth in the Section Use of the Access Card at Automated Teller Machines and Points of Sales.

B. Club del Ahorro

1. The Club del Ahorro Account is a savings account exclusively for children. The father, the mother or legal tutor expressly agree that the funds deposited in the Account belong and will be for the benefit of the child even though the father, mother or legal tutor will be the Account Holder.
2. You and the child will not have access to the Account through an ATH card.
3. The funds deposited in the Account may not be used as collateral for loans or other liabilities.
4. You will receive your Account Statement quarterly.
5. The Bank will automatically convert the Account to such other account as the Bank designates when the child reaches 19 years of age.

C. Ahorro Regular

1. If your Account is an Ahorro Regular Account, You must present the passbook every time a deposit or withdrawal of funds is made against the Account where deposits or withdrawal amounts will be registered. The amount shown in the column identified as BALANCE will only be considered accurate if it is the same amount as in the Bank records. You will not receive an Account Statement.
2. If the passbook is lost, destroyed or stolen, or if the same comes to blow to a person not authorized to make withdrawals against the Account, You must immediately notify the Bank in writing. The Bank will close the Account, and open a new one with the corresponding balance.
3. Each deposit made by the bearer of the passbook will be credited to your Account and the Bank will assume no responsibility for said deposit.
4. You will not have access to the Account through an ATH Card.

D. Acceso Popular and Acceso Universitario

1. Acceso Popular and Acceso Universitario are electronic accounts that combine transaction and saving sections under the same number. You may be able to make transfers between the two sections through Mi Banco Popular, by phone, at our branches, or automatic teller machines (ATMs).
2. The Bank may debit the Savings Section of your Account to cover overdrafts in the Transactions Section, to cover Account charges, and for Acceso Popular Account, if You have a Reserve, to cover the minimum automatic payment for the Reserve.
3. You may establish an automatic transfer for the desired amount from the transaction section to the savings section of your account.
4. If your Account is Acceso Popular You may request a Reserve which will be subject to Section Special Provisions for Accounts with Reserve Line of Credit in this Agreement, except that the Bank will not grant You credit against the funds available in the Savings Section of your Account. Acceso Universitario Account will not have access to a Reserve.

5. The Acceso Universitario Account was designed for customers attending college or equivalent studies. After the anniversary of the account opening, the Bank will automatically change the account to another individual deposit account unless You provide current and satisfactory evidence of enrollment in a university. You will be notified of the aforesaid change prior to the account conversion, so You can provide on time the required evidence to keep the account unchanged. The notification will also include information of the new account in the event the Acceso Universitario Account is converted.

E. Pronto Popular

1. The Pronto Popular Account is designed for individuals who wish to establish a savings plan to receive the benefits of the First Home Club Program (the "First Home Club Program"). If your Account is a Pronto Popular, You have to present the account opening authorization from the Federal Home Loan Bank, the organization in charge of the Financial Education Workshop (the "Organization"), required by the Program-First Home Club, before establishing the Account with the Bank.

The First Home Club Program requires You to establish a fixed amount to be deposited in the Account for a specific period of time and that You show evidence of the funds available in the Account to receive the pairing of funds. Therefore, You authorize the Bank to provide information about the Account to the Organization whenever it is necessary or when the Organization requests it.

You will not receive an account statement but the Bank will send it quarterly to the Organization. You will be responsible to get the statement at the Organization's office.

2. You may not pledge nor transfer the funds deposited in the Account as guarantee for the payment of loans or other obligations with the Bank or with third parties. The Account will not be subject to set-off for other obligations You may have with the Bank. The Bank could charge the Account any charges related to the maintenance of the Account, or any other amount that is credited to the Account by error and to which You are not entitled, and any amount for which You are liable to the Bank under Regulation E of the Consumer Financial Protection Bureau or any other applicable law or regulation.
3. The Bank will change the account into any Account determined by the Bank, once You use the funds in the Account for the established purpose or if You do not comply with the terms of the Program.
4. The Account does not have access to Automatic Teller Machines, ATH Card, or the electronic services provided by the Bank, including TelePago Popular, Internet Banking or Direct Deposit.

F. Cuenta de Ahorro y Desarrollo Individual

1. The Cuenta de Ahorro y Desarrollo Individual is an account, designed for individuals who want to establish a savings plan to receive the benefits of the Administration for the Revitalization of the Communities (ARCo) of the Housing Department (the "ARCo Program"). If your Account is a Cuenta de Ahorro y Desarrollo Individual, You have to present the account opening authorization as required by the ARCo Program before establishing the Account with the Bank.

The Program requires that You establish a fixed amount which You will deposit in the Account for a specific time and that You show evidence

of the available funds in the Account to receive the pairing of funds. Therefore, You authorize the Bank to provide information about the Account to ARCo.

2. You may not pledge nor transfer the funds deposited in the Account as guarantee for the payment of loans or other obligations with the Bank or with third parties. The Account will not be subject to set-off for other obligations You may have with the Bank. The Bank could charge to the Account any charge related to the maintenance of the Account, or any amount that could have been credited to the Account by error and to which You are not entitled, and any amount for which You are liable to the Bank under Regulation E of the Consumer Financial Protection Bureau or any other applicable law or regulation.
3. The Bank will change the Account into any other account determined by the Bank from time to time, once You use the funds in the Account for the established purpose or if do not comply with the terms of the ARCo Program.
4. The Account does not have access to the automatic teller machines, ATH Card, or the electronic services provided by the Bank including TelePago Popular, Internet Banking or Direct Deposit.

G. **U Save**

1. You will only be able to make automatic electronic transfers from an existing Bank account. Transfers may be weekly, biweekly, monthly, quarterly, or annually. The Bank will establish the minimum amount for these transfers from time to time.
2. You may receive the accumulated funds on the anniversary of the account opening, on a specific date, or you may leave the date open.
3. Once you designate a payout date, we will automatically credit the available balance up to this date less any deposit made on the same date. This credit will be reflected the next business day after the payout date to the account designated at opening.
4. Partial or total withdrawals from the account entail a charge.
5. You will not have access to the account through ATH card.
6. You will not receive an Account Statement for transactions performed to the U Save account.
7. Deposits made after finalizing the cycle will be credited on the year after. This applies to annual cycle only.

VI. **TERMS AND CONDITIONS FOR THE FUNDS TRANSFER SERVICE (WIRE TRANSFERS)**

The following terms shall apply to the wire transfers that You make or receive through the Bank's funds transfer service.

A. **Payment Orders**

1. **Authorization** - When requesting a transfer of funds ("payment order"), You authorize the Bank to debit from your Account the amount to be transferred, a service fee in accordance with the rates in effect at the time of the request, and any other expense incurred by the Bank in relation to the origination, amendment or termination of a request for the transfer of funds. The Bank shall not resort to funds in any account other than the one specified in the request.

You authorize the Bank to transfer the funds from the Account, with the authorization of the signers who have been designated to initiate and/or confirm transfers, according to the Appendix for the Designation of Accounts and Authorized Representatives, as established in the security procedure selected to originate requests. The notification of change to this Appendix does not obligate the Bank until a written notice of the change is received and the Bank has had a reasonable period of time to implement it.

2. **Security Procedures** - You agree to use the security procedures set forth in the Appendix for Funds Transfers Security Procedures, which is made part of this Agreement. You expressly acknowledge and agree that the procedure You have chosen is a commercially reasonable procedure and that it adapts to your particular circumstances. You acknowledge that these procedures are designed to detect unauthorized bank payments and not to detect errors in the content of the instruction. You accept responsibility for the transfer, whether or not You have authorized it, provided the Bank has accepted the payment order in accordance with the established security procedure.
3. **Selection of Beneficiary Bank**; Discrepancies in Names and Numbers - Upon placing a payment order, You must select a financial institution ("Beneficiary Bank") to receive the order. You may instruct the Beneficiary Bank to credit the funds to an account or to hold the funds for the beneficiary. The Beneficiary Bank is responsible for following your instructions and for letting the beneficiary know when the funds are available. If You identify the beneficiary, the Beneficiary Bank or the intermediary bank by an account number or by a number and name, the intermediary bank and the Beneficiary Bank may rely on the number indicated and they are not obligated to check to make sure that the account number belongs to the beneficiary of the transfer. You acknowledge that any loss or delay caused by the inaccurate identification will be your responsibility and not that of the Bank.
4. **Selection of the Intermediary Bank** - The Bank may select the intermediary bank or transfer system it deems appropriate under the circumstances for the funds to reach the beneficiary, including, but not limited to, Fedwire, SWIFT or Telex. It must also operate in accordance with the policies and procedures of each of the respective systems. If You order the Bank to use a particular intermediary bank or system to transfer funds, through which the Bank will process the payment order, You assumes all risks for errors or failure of the intermediary bank to pay, and all loss risks caused by the use of the means selected.
5. **Conversion to Foreign Currency** - When You so requests, the Bank will convert the funds to the currency of the receiving country at the exchange rate in effect at the time the payment order is executed. The Bank cannot guarantee that the beneficiary will receive the funds in US currency, even when You so requests. The Beneficiary Bank may charge a currency conversion fee. The actual amount received by the beneficiary could be reduced due to the application of fees charged by the Beneficiary Bank, including currency conversion fees. The Bank shall not be responsible for the conversion rate applied by the receiving bank.

Foreign currency transfers shall be made within two funds-transfer business days after the Bank receives the request. If the Bank were

obligated to return funds that would have been converted to a foreign currency, said funds shall be returned, based on the prevailing exchange rate at the time of return, after deducting expenses incurred.

6. **Fees** - The amount of funds, in both international transfers and transfers within the United States, could be reduced due to fees charged by the issuing bank and the correspondent bank, including those charged by the Bank.
7. **Claims** - You must notify the Bank of any error, delay or other problem with a transfer of funds within thirty (30) days following the date of receipt of notification of execution of the transfer or of the statement that includes the transfer, whichever occurs first. In case of error or delay caused by the Bank, the Bank will be responsible only for reimbursing the amounts stipulated by the applicable law. Under no circumstances will the Bank be responsible for indirect or incidental damages related to said transfer. Any payment of interest that the Bank must pay shall be at the average federal funds rate published by the Federal Reserve Bank of New York, for each day for which interest is payable, divided by three hundred sixty (360). If You do not notify the Bank of any claim concerning the transfer of funds within one year of having received the notification of the execution of the transfer or of the statement in which the transfer is included, whichever occurs first, all claims shall be null and void by virtue of the applicable law.
8. **Delays or Failure to Execute Transfers** - In general, the Bank makes electronic transfers, although it could use other means. The Bank is not responsible, except to the extent required by law, for delays or failure to send the funds due to circumstances beyond its control, such as, but not limited to, conflicts with applicable laws or regulations, government action, national emergencies, labor disputes, fire, catastrophes, fortuitous causes, force majeure, bad weather, equipment failure, war, problems with electricity, communications, or means of transportation. The Bank shall not be responsible to You for delays or failure to execute the transfer of funds due to acts or omissions of the intermediary or beneficiary bank.
9. **Cancellation or Amendment** - If You decide to cancel or amend the payment order, You may do so only if the Bank receives said instructions prior to having sent the funds and provided it has sufficient time to carry out the instructions. In general, once the Bank has sent the funds, You cannot cancel or amend the payment order, unless the Beneficiary Bank accepts said request. The Bank and/or the Beneficiary Bank may charge a fee for the cancellation or amendment of the transfer. The Bank shall not be responsible for any loss resulting from the Beneficiary Bank's noncompliance with the cancellation or amendment of the transfer of funds.
10. **Rejection of a Transfer Request** - The Bank reserves the right to reject any request for the transfer of funds. The Bank is not obligated to accept a request, neither in its totality or in part, and may delay accepting any request if (a) the transfer requested exceeds the funds of Depositor that have been collected and are available in the designated account; (b) it is not in accordance with the Security Procedures; (c) it is not duly authorized; (d) it does not provide the information required by the Bank; (e) it is not in compliance with this agreement; (f) it is not practical or possible to accept; or (g) the Bank understands that the transfer does not comply with any provision of the applicable laws.

11. **Cut-off Time** - If the Bank receives the request for the transfer of funds on the cut-off time or after the cut-off time, the request will not be processed until the next funds-transfer business day.

B. Incoming Transfers

1. **Authorization** - You authorize the Bank to credit to your Account all payment orders for the transfer of funds received in accordance with this Agreement.
2. **Inconsistent Name and Account Number** - If a payment order received by the Bank identifies a beneficiary or the Beneficiary Bank only with an identification number, You authorize the Bank to accept only the identification number of the beneficiary or Beneficiary Bank, without making any other inquiry. If the request identifies the beneficiary or Beneficiary Bank by name and account number, the Bank may accept only the number as the appropriate identification, even if the number is associated with a name other than the name of the person or bank identified by name. The Bank shall also have the option, in that case, of returning the funds to the remitter. You agree that the Bank shall not be responsible for any delay that arises from the Bank's efforts to reconcile the inconsistencies between the account name and number, or for investigating if it suspects irregularities.
3. **Payment to the Bank/Fees** - The amount of the funds, in international transfers as well as in transfers made within the United States, could be reduced due to fees charged by the issuing bank and the correspondent bank. The Bank shall deduct any applicable fees from any transaction it receives and it shall inform You by mail every time the Bank debits or credits your account for the transfer of funds. You must repay the Bank the amount of funds transferred if it receives an erroneous credit. Likewise, You shall be responsible for expenses incurred due to the omission of identifiers of the beneficiary bank and for fees charged by the correspondent bank selected.
4. **Transfers Received in Foreign Currency** - The Bank shall convert funds to US dollars at the prevailing exchange rate in the Bank on the day the funds are accepted. This rate includes a commission for the conversion service.
5. **Acceptance of Transfers** - The Bank shall not be responsible in any way for accepting a transfer of funds received for your benefit. Although the current practice of the Bank is to notify You of the acceptance of a transfer in US dollars within two days following the payment date, in the case of transfers made through a system other than the Automated Clearinghouse (ACH), the Bank is not obligated to provide such notification. The Bank shall credit the account of the beneficiary for a transfer accepted on the date the order is paid if it is received before the cut-off time of a funds-transfer business day, or on the next funds-transfer business day.
6. **Provisional Payment of Transfers Received** - The credit provided by the Bank to You for funds transferred is provisional until the Bank receives the final payment for the amount transferred. Should the Bank not receive the final payment for the transfer of funds You agree to reimburse the Bank for the amount of the transfer. An unaccepted payment order is cancelled as provided by law at the closing of the fifth funds-transfer business day.

7. **Account Statements** - All transfers of funds shall be reflected in your periodic bank statement. If You believe that the transfer of funds is not correct, or if more information on a transfer of funds is needed, You must notify the Bank in writing upon discovering the error, or no later than thirty (30) days after having received the first notice or statement containing the discrepancy, whichever occurs first.

C. Addendums related to Funds Transfer Services

The following addendums (as applicable), once completed and signed, shall form an integral part of this Agreement:

Addendum A - Designation of Accounts and Authorized Representatives

Addendum B - Funds Transfers Security Procedures

Addendum C - Authorization for Repetitive Transfers

Addendum D - Authorization to Honor Requests for Transfers Received by Fedwire or SWIFT

Addendum E - Non-repetitive Automatic Transfers (applicable to requests made through electronic means)

D. Miscellaneous Provisions

1. **Funds-Transfer Business Day** - any day, other than Saturday or Sunday, during which the Bank and Federal Reserve Bank of New York are open for business.
2. **Cut-off Time** - refers to the deadline which, from time to time, the Bank establishes to receive, process, transmit, cancel or amend payment orders.
3. **Law Governing Transfers** - the rights, duties and responsibilities of the parties are governed by the provisions of Chapter 4 (Transfer of Funds) of the Puerto Rico Commercial Transaction Act and shall be subject to the laws of the Commonwealth of Puerto Rico. If any part of a transfer of funds involves the use of Fedwire, your rights and obligations as well as the Bank's in relation to the electronic transfer shall be governed by Regulation J of the Federal Reserve Board.

VII. DISCLOSURE FOR ELECTRONIC FUNDS TRANSFERS (REGULATION E)

In compliance with Regulation E, which regulates electronic funds transfers in individual accounts, the Bank provides You with this disclosure about the terms and conditions under which the Bank provides the electronic funds transfers services and your rights and responsibilities under said Regulation. This section applies only to individual accounts.

A. Banking Services Available

1. Banco Popular's ATH automated teller machines - You can use a validated ATH Card, ATH International Card, and the ATH International Gold and Platinum Cards at any of the Bank's ATH machines for the following purposes:
 - Withdrawals
 - Deposits*
 - Transfer funds from the transaction section to savings, or vice versa, on applicable accounts
 - Balance verification*
 - Make loan payments*

- Make payments through fund transfers between accounts
- Obtain cash advances
- * These transactions made through ATH services will not be considered electronic funds transfers. These services might not be available in some ATH machines or in third party automatic teller machines.

2. **Point of Sale (POS)** - You can use your validated access card to pay for purchases at businesses that have agreed to accept the Card as payment method.
3. **Pre-Authorized Debit and Credit transfers**
4. **Other Authorized Payments**

B. Electronic Check Conversion

When You provide a check as a payment, You authorize us either to use the information from your check to make a one-time electronic fund transfer from your Account or to process the payment as a check transaction.

C. Limit on Transfer Amounts

At our ATH machines, cash withdrawals from an account may not exceed \$500 per day. For the Popular Plus account, the maximum amount will be \$1,000 per day.

In the Popular Pay by Phone and Internet Banking Services, the following will apply to all real time fund transfers:

Transfers among Accounts in which the Customer is the Signer			
Account Type	Debit (Delivered Transfers)	Credit (Received Transfers)	Total Maximum Daily
Checking and Savings	\$10,000	\$10,000	\$20,000
Transfers to third Party Accounts			
Checking and Savings	\$2,500	\$2,500	\$5,000

D. Charges for Transfers

The applicable charges for electronic funds transfers are disclosed in the Addendum to this Agreement.

Each financial institution may apply a fee to your Account for each transaction performed. This fee is imposed by the financial institution that owns the ATM.

Any operator of an automatic teller machine, outside of the Bank's ATH Network, may charge You a transaction fee for electronic transaction regardless of the amount of the transaction.

E. Right to Receive Documentation or Verification Referring to the Transfers

Receipts - When using the Bank's ATH machines or POS terminals, You will receive a receipt of the transaction. However, this receipt is not required for electronic transactions of fifteen dollars (\$15) or less.

Account Statements - Every month You will receive an account statement from the Bank, showing all transactions processed by the Bank and the dates transactions were processed.

F. Pre-Authorized Transactions

1. **Pre-authorized credits** - If the Account will be credited at least once every sixty (60) days through a credit (direct deposit) from the same payee, You can call TeleBanco Popular at 787-724-3659 (mobiles and Metropolitan Area) or toll free 1-888-724-3659 (Non - Metropolitan Area), or toll free 1-888-724-3659 (USVI or BVI) to confirm if the credit (direct deposit) has been processed. Telephone available for hearing impaired (TDD): 787-753-9677 (Metropolitan Area) or toll free 1-800-981-9666 (outside Metropolitan Area.)
2. **Pre-authorized debits** - If You authorized automatic debits to your Account for variable amounts, the beneficiary must notify You ten (10) days prior to the effective date of the debit, the amount and date of the debit. You may choose to receive this notice only when the debit will exceed a pre established amount or when the amount falls outside pre established limits.

G. Business Days

The Bank's business days are Monday through Friday, excluding federal holidays. Even though the Bank offers services to the public some Saturdays, Sundays and federal holidays, these are not considered business days.

H. Responsibility for Unauthorized Transfers: Loss or Theft of the Access Device/Applicable Procedure to the Electronic Funds Transfers Error Resolutions

If You believe that your card or PIN have been stolen or you have lost them, call us at: 787-724-3659 (mobiles and Metropolitan Area) or toll free 1-888-724-3659 (Non - Metropolitan Area in PR); toll free 1-888-724-3659 (in USVI and BVI) 24 hours a day, 7 days a week. Telephone available for hearing impaired (TDD): 787-753-9677 (Metropolitan Area) or toll free 1-800-981-9666 (outside Metropolitan Area.) You can also write to the Bank at: Banco Popular de Puerto Rico, Customer Resolution Center, PO Box 362708, San Juan, Puerto Rico 00936-2708.

You could lose, under certain circumstances, the total amount of funds deposited in your account, plus your maximum line of credit. The fastest way to notify us and reduce any possible losses to You is through a telephone call.

If You notify us within two (2) business days following the day You first have knowledge of the loss, theft or possible unauthorized use of the card, your maximum responsibility will be \$50.

If You do **NOT** notify the Bank within two (2) business days following the day You have knowledge of the loss, theft or possible unauthorized use of the card, and the Bank can prove that the unauthorized use of the card could have been avoided if the Bank received the notification on time, You could lose up to \$500.

Also, You should notify the Bank immediately if your monthly account statement shows transfers that You did not make or authorize. If You do NOT notify the Bank within sixty (60) days following the day the account statement was sent and the Bank can prove that the unauthorized use of card could have been avoided if the notification had been received on time,

You may not have the right to any refund for transfers or withdrawal of funds made after this period. If a good reason, such as hospitalization or extended trip, kept You from notifying the Bank on time, the time period to make your notice could be extended.

I. Disclosure of Account Information to Third Parties

The Bank will only disclose information about your accounts or transfers made: (a) to verify the existence and condition of your account to third parties, such as credit reporting agencies or merchants; (b) to comply with orders issued by a court or government agencies; (c) when necessary to complete or process a transfer; or (d) if You give the Bank written authorization.

J. Bank's Liability for Failure to Make Transfers

If the Bank does not process a transaction on time and for the correct amount, it will be liable for your losses or damages. However, the Bank will not be responsible under the following circumstances: (1) if for any reason outside the Bank's control, You do not have enough funds or credit available in your Account to make the transfer or withdrawal; (2) if the ATH machine where the transaction is made does not have enough cash; (3) if the transfer amount exceeds the available funds on your transactions, savings, reserve account, (4) if the ATH machine is not working properly and You knew about the breakdown when You started the transfer; (5) if You have not notified to the Bank the loss, theft, or possible unauthorized use of the card; (6) if circumstances beyond the Bank's control, such as fire or flood, prevent the transfer, despite reasonable precautions taken by the Bank; (7) if the account funds are subject to a legal process, restriction or attachment that restrains the funds transfer.

K. Procedure Applicable to Resolution of Errors in Electronic Transfers

In case of errors or questions about your account statement or the receipt issued by the ATH machine or POS terminal:

In accounts with ATH card, call to: 787-724-3659 (mobiles and Metropolitan Area -PR) or toll free 1-888-724-3659 (in USVI or BVI). Telephone available for hearing impaired (TDD): 787-753-9677 (Metropolitan Area) or toll free 1-800-981-9666 (outside Metropolitan Area -PR). You can also send the claim to the following address: Banco Popular de Puerto Rico, Customer Resolution Center (685), PO Box 362708, San Juan, Puerto Rico 00936-2708.

The Bank must have knowledge of the complaint within sixty (60) days following the day the first account statement containing the error was sent. When contacting the Bank, You must provide:

- your name and account number,
- transaction date and reference number,
- description of the claim or question, and
- the dollar amount of the alleged error.

If the complaint is made through the telephone, to protect your rights, You must confirm it in writing within the next ten (10) business days.

If necessary, the Bank can take up to forty-five (45) calendar days to investigate, if the transaction took place in Puerto Rico, the US, or USVI (local), or ninety (90) calendar days if the transaction took place outside Puerto Rico, the US or USVI (foreign) or at a point of sale. In such case, the

Bank will credit the account for the amount You think is in error, within ten (10) business days if the transaction is local, foreign or at a point of sale, so You can use said amount during the period of time it takes the Bank to finish the investigation.

If the Bank does not receive written confirmation of the complaint within the ten (10) business days mentioned above, the Bank may not provisionally credit the amount in question.

The Bank will send a written explanation to You within three (3) business days following the day the Bank finishes the investigation. You can ask the Bank for copies of the documents used in the investigation.

L. **Right to Stop a Pre-Authorized Transfer**

If You have authorized the Bank to make debits from your Account, You can stop any of these debits. Call the Bank at: 787-724-3659 (mobiles and Metropolitan Area - PR) or toll free 1-888-724-3659 (in USVI or BVI). Telephone available for hearing impaired (TDD): 787-753-9677 (Metropolitan Area) or toll free 1-800-981-9666 (outside Metropolitan Area - PR), or write the Bank at Banco Popular de Puerto Rico - TeleBanco Popular, PO Box 362708, San Juan, Puerto Rico 00936-2708 so that the Bank receives the stop payment order at least three (3) business days before the date scheduled for the payment. If the stop payment order is made verbally, it must be confirmed in writing within fourteen (14) days following the call.

M. **Bank's Responsibility for Failure to Stop Payment of Pre-Authorized Transfer**

The Bank will be liable to You for damages suffered for failure to carry out a stop payment order over a pre-authorized transfer by You, as long as the stop payment instructions are received according to the dispositions and terms of this Disclosure.

VIII. DISCLOSURE REGARDING THE TRUTH-IN-LENDING ACT (REGULATION Z)

(Important notice: This information applies only if You make use of the Reserve.)

A. **Applicable Charges**

The applicable charges, including the Interest Charge and the method to calculate such charges are included in the Special Provisions for Reserve Line of Credit (GEN-685A).

B. **Your Billing Rights**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at: BANCO POPULAR DE PUERTO RICO, Customer Resolution Center (685), PO BOX 362708, San Juan, Puerto Rico 00936-2708. In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

IX. DISCLOSURE RELATED TO THE AVAILABILITY OF FUNDS DEPOSITED IN INDIVIDUAL TRANSACTION ACCOUNTS (REGULATION CC)

Federal Regulation requires banks to make deposited funds available to You within certain periods of time. Depending on the type of deposit, the funds may be available to You the same day, the next business day, or after several days; in the majority of cases, the longest possible delay is until the seventh (7th) business day following the day of the deposit. During the delay period (if any), You may not withdraw the funds in cash and the Bank will not use the funds to process payment orders issued by You.

The Bank establishes the limits for the availability of funds deposited according with the minimum amounts required by the Regulation CC. The following explanations are intended to provide an easy guide for determining when various types of deposits

(cash, electronic transfers, etc.) will be available to You for cash withdrawals and for the payment of checks against the Account. However, periodically the Bank will review several criteria, and may provide a higher availability of funds than the limit established by the Regulation. If you need further information regarding this matter please visit any of our branches or call us through TeleBanco Popular at 787-724-3659 (mobiles and Metropolitan Area) or toll free 1-888-724-3659 (outside Metropolitan Area) and one of our service representatives will assist you.

The availability Policy only applies to funds deposited for accounts of Banco Popular in Puerto Rico and the Virgin Islands. Please inquire for information about the availability of funds deposited at other locations.

A. How to Determine the Availability of Deposited Funds

The length of the delay is counted in business days, starting on the first business day after the day of the deposit. Business days are defined as every weekday, except Saturdays, Sundays, and federal holidays. Although the Bank offers public banking services on Saturdays, Sundays, and some federal holidays, these are not considered business days.

B. Availability of Funds Deposited for Purposes of Cash Withdrawals, the Purchase of Goods and Services in Establishments that Accept the ATH Card as a Mean of Payment (Point of Sale Transactions) and for the Payment of Checks.

1. Deposits Available for Cash Withdrawals on the Same Day of the Deposit

Electronic fund transfers, such as: Social Security benefits and payroll payments by direct deposit.

2. Deposits Available for Withdrawals on the Next Business Day Following the Date of the Deposit:

Federal Regulation provides that certain items be available for withdrawal on the business day following the date of the deposit:

- a. Cash
- b. Wire transfers
- c. Checks drawn against any Banco Popular branch located in Puerto Rico or the US and British Virgin Islands; US Treasury Checks; Postal Money Orders; Federal Home Loan Bank Checks; and Federal Reserve Bank Checks, notwithstanding the amount of these checks.
- d. Certified Checks, Official Checks and checks from the government of the Commonwealth of Puerto Rico made payable to the owner of the account and presented directly to a Bank Representative using the Bank's Special Deposit Slip. This slip can be obtained from any Bank Consultant. If the owner of the account does not use this slip, the funds of these checks will be available as indicated in clause 3 of this section.
- e. The first \$200 of the total deposit of other checks drawn on banks other than Banco Popular.

3. Availability of Other Checks Deposited

The availability of funds from other checks deposited will depend on Banco Popular's policy.

- a. Deposits in Individual Transaction Accounts

The first \$200 of the aggregate sum of other checks deposited on any business day will be available in the following manner:

- (1) If the aggregate amount of the deposit with other checks is \$200 or less, the entire amount will be available for cash withdrawal and payment of checks on the next business day
- (2) If the total aggregate amount of the deposit with other checks is more than \$200, the Bank will make \$200 available for withdrawal on the next business day. Banco Popular will have available for withdrawal up to \$400 on other checks on the second business day after the deposit, whenever the aggregate amount of checks is \$200 or more.
- (3) The remainder of the funds deposited will be available for cash withdrawals and payment of checks on the third business day following the day of the deposit.

C. Delay on the Availability of Funds for Longer Periods

1. The Bank may delay the availability of funds from check deposits for a longer period of time under the following circumstances:
 - a. If the Bank believes that a check You deposit will not be paid.
 - b. If there is an emergency, such as failure of the Bank's communication or computer equipment, or bad weather conditions (such as a hurricane or an earthquake)
2. The Bank will notify You if your availability to withdraw funds will be delayed for any of the foregoing reasons, and You will also be informed as to when the funds will be available. The funds will be available not later than the seventh (7th) business day following the day of the deposit.

D. Special Rules for New Accounts

If You are a new customer, electronic transfers (such as Social Security benefits and payroll payments through direct deposits) will be available for withdrawal on the same day as of the deposit. However, the following rules will apply during the first thirty (30) days after opening your Account:

1. The next business day funds available policy of \$200 as provided in the item B (3) (a) of this disclosure, shall not be applicable.
2. US Treasury Checks; Postal Money Orders; Federal Home Loan Bank Checks, Federal Reserve Bank Checks, Certified Checks, Official Checks and checks from the Government of the Commonwealth of Puerto Rico will be available for cash withdrawal and payment of checks on the next business day.
3. The funds of other checks deposited can be delayed for a longer period as established by the regulation.

E. Availability of Funds Deposited using Easy Deposit ATM Service

The Bank will process the deposits made through the automatic teller machines identified with Easy Deposit Service as follows:

1. Cash deposits – Deposits made before 9:30 p.m. on business days will be immediately available for payment of any type of transactions.
2. Cash deposits made after 9:30 p.m. on business days or deposits made on non-business days will be immediately available only for withdrawals and purchases with the ATH card; will not be available for payment of checks, EFT payment transactions, and payments made through

TelePago Popular service. These funds will be credited to the checking or savings section selected by You at the moment of the transaction.

3. The automatic teller machines could process bills up to the denomination of \$100.

F. Availability of Checks Deposited using Easy Deposit ATM and Mobile Easy Deposit

1. Check deposits - Deposits made before 6:00 p.m. on business days will be processed the same business day, subject to verification and validation of the deposit. This verification may result in a delay of the availability of the funds deposited according with the Bank's policy. These funds will be credited to the checking or savings section selected by You at the moment of the transaction. The following deposits will not be processed: US Postal Money Orders or Money Orders not issued by Banco Popular, Official Checks issued by institutions outside of Puerto Rico, postdated checks, checks payable to the order of someone other than the account holder. Although the automatic teller machine or the mobile application accepts any of the checks mentioned above, they will be rejected. We will contact You to return them.
2. To obtain details regarding the requirements applicable to Mobile Easy Deposit, refer to the Electronic Banking Services Agreement in <https://documents.popular.com/terms/mibanco/terms-conditions-en>.

G. Disclosure regarding to the Check Clearing for the 21st Century or Check 21 Act ("Check 21")

In compliance with Check 21 and the relevant provisions of Regulation CC, which regulates check processing, the Bank provides the following disclosures about the terms and conditions applicable to substitute checks and the rights and responsibilities You have in relation to them:

Substitute Checks and Depositor's Rights

1. **What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way You would use the original check." You may use a substitute check as proof of payment just like the original check.
Some or all of the checks that You receive back from the Bank may be substitute checks. If You are a consumer with a consumer account, as such terms are defined in Check 21, this notice describes rights that You have when You receive substitute checks from the Bank. The rights in this notice do not apply to original checks or to electronic debits to Your Account. Neither do they apply if You receive substitute check images from the Bank. However, You have rights under other provisions of this and/or other laws with respect to those transactions.
2. **What are your rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows You to request a refund for losses You suffer if a substitute check is posted to Your Account (for example, if You think that the Bank withdrew the wrong amount from your Account or that the Bank withdrew money from your Account more than once for the same check). The losses You may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as

a result of the withdrawal (for example, bounced check fees).

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

If You use this procedure, You may receive the amount of the substitute check (up to a maximum of \$2,500, plus interest if the Account earns interest) within ten (10) business days after the Bank received your claim and the remainder of the refund (if the amount of the substitute check exceeds \$2,500, plus interest if the Account earns interest) not later than forty-five (45) calendar days after the Bank received your claim.

The Bank may reverse the refund (including any interest on the refund) if the Bank later is able to demonstrate that the substitute check was correctly posted to the Account.

The Bank could delay the availability of the funds credited to your Account on the tenth business day until the next business day after the Bank determined that the claim is valid or the forty-fifth (45th) calendar day from the date the Bank received the claim under the following circumstances:

- If You open a new account and You are a new customer.
- If You have repeatedly overdrawn the Account during the preceding six (6) months; or
- If the Bank has reasonable cause to believe that the claim is fraudulent.

The Bank will send You a written explanation within the next business day following the day the Bank concludes its investigation. You may ask the Bank for copies of the documents used in the investigation.

3. **How do You make a claim for a refund?** Regardless of whether You are a consumer as the term is defined in Check 21, if You believe You have suffered a loss relating to a substitute check received and posted to your Account, You should contact the Bank. You may call TeleBanco at 787-724-3659 (mobiles and Metropolitan Area) or toll free 1-888-724-3659 (outside Metropolitan Area) 24 hours a day, seven days a week. Telephone available for the hearing impaired (TDD): 787-753-9677 (Metropolitan Area) or toll free 1-800-981-9666 (outside Metropolitan Area). You may also write to the following address:

Banco Popular de Puerto Rico
Customer Resolution Center (685)
PO Box 362708
San Juan, PR 00936-2708

You must contact the Bank within forty (40) calendar days of the date that the Bank mailed (or delivered by an alternate method to which You agreed) the substitute check in question or the Account Statement showing that the substitute check was posted to your Account, whichever is later. The Bank will extend this time period if You are not able to make a timely claim because of extraordinary circumstances.

The claim must include:

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

X. DISCLOSURE REGARDING TRUTH-IN-SAVINGS ACT (REGULATION DD)

The Truth-in-Savings Act requires disclosure of the terms and conditions under which interest will be paid and service charges imposed.

A. Interest Rate

1. Interest Rate and the Annual Percentage Yield (APY) for the Account are listed in the Addendum to the Deposit Accounts Agreement. In the event of a change in the interest rate, the Interest Rate and APY to be paid in the account shall be the one effective on the last day of the cycle covered by the Account Statement.
2. The Bank, at its discretion, determines the Interest Rate. The Interest Rate and Annual Percentage Yield (APY) may be changed at any time.

B. Minimum Deposit/Balance Requirements

Minimum initial deposit, if any, and minimum balance requirements applicable to the Account are listed in the Addendum to the Deposit Accounts Agreement.

C. Computation Method

1. The Bank uses the Average Daily Balance method to calculate interest on the Account. This method applies a Periodic Rate to the Average Daily Balance in the interest payment period.
2. The Average Daily Balance is determined by adding the principal in the account for each day of the cycle and dividing that total obtained by the number of days in the cycle.

D. Computation and Interest Payment

1. Interest will be computed monthly and credited to the Account, as specified in the Addendum to the Deposit Accounts Agreement.
2. Interest will be paid on the funds deposited, when:
 - a. The Account remains open on the last cycle day of the Account Statement during the Interest Payment Period, and
 - b. You maintained the balance required by the Bank during the cycle covered on the Account Statement or the Interest Payment Period.
3. Interest begins to accrue on the business day of deposit, when items are deposited (e.g., checks).

E. Charges

1. Applicable charges are disclosed in the Addendum to the Deposit Accounts Agreement.
2. For more information regarding the types of transactions for which an overdraft charge may be imposed refer to Section 1-E (Overdrafts).

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS PEDRO SOTO MELENDEZ</p> <p>(b) County of Residence of First Listed Plaintiff <u>Puerto Rico</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Indiano & Williams, P.S.C. 207 Del Parque Street, Third Floor, San Juan, PR 00912 787-641-4545</p>	<p>DEFENDANTS BANCO POPULAR DE PUERTO RICO</p> <p>County of Residence of First Listed Defendant <u>Puerto Rico</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <hr/> <p style="text-align: center;">PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <hr/> <p style="text-align: center;">SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
		<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act		
		<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District *(specify)*
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. §§ 1332(d)(2) and (6)

Brief description of cause:
Breach of contract, breach of the covenant of good faith and fair dealing, unjust enrichment

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ _____
 CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):*

JUDGE _____ DOCKET NUMBER _____

DATE: January 31, 2020 SIGNATURE OF ATTORNEY OF RECORD: s/David C. Indiano

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

Ordinary Civil Case

Social Security

Banking

Injunction

3. Indicate the title and number of related cases (if any).

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

Yes

No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

Yes

No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

Yes

No

Date Submitted:

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

PEDRO SOTO MELENDEZ, on behalf of himself and all others similarly situated,

Plaintiff(s)

v.

BANCO POPULAR DE PUERTO RICO

Defendant(s)

Civil Action No. 20-1057

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

BANCO POPULAR DE PUERTO RICO

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

DAVID C. INDIANO, ESQ.
Indiano & Williams, P.S.C.
207 Del Parque Street, 3rd Floor
San Juan, P.R. 00912

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____
_____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Banco Popular de Puerto Rico Hit with Class Action Over Allegedly Unlawful Insufficient Funds Fees](#)
