



**ORIENTAL**  
Personal Banking

**2010**

**CONSUMER DEPOSIT  
ACCOUNT AGREEMENT**

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# 1. ACCOUNT AGREEMENT

**General Agreement.** The terms “you” and “your” refer to the depositor (whether joint or individual) and the terms “we,” “us” and “our” refer to the financial institution. The acronym “NOW” means Negotiable Order of Withdrawal. You understand the following Account Agreement (“Agreement”) governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer Agreement (“Disclosures”), all of which are incorporated by reference. You understand that your account is also governed by applicable law.

**General Rules.** The following rules apply to all types of accounts:

- 1. Deposits.** Deposits may be made in person or by mail. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items that you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned and all costs and expenses related to the collection of some or all of the amount from you. Funds deposited to your account are available in accordance with the Disclosures.
- 2. Customer Identification Program (CIP) Notice.** In order to assist the government in the fight against the financing of terrorism and money laundering activities, federal regulations require all financing institutions to obtain, verify and maintain information that identifies all persons who open a Bank account. When you open an account, we will ask for your name, street address, date of birth and other information that allows us to identify you. We may also ask to see and copy your driver’s license or other identification documents. You will agree to use your Bank account or other services described in this Agreement, only for legal purposes and pursuant to applicable laws and regulations, including those aimed at preventing money laundering. The Depositor acknowledges that in compliance with internal Bank policies and/or provisions of applicable law or regulations (including the provisions of the Office of Foreign Assets Control “OFAC”) of the Treasury Department of the United States this Bank may be compelled to freeze or withhold funds and/or to return them to appropriate authorities.

- 3. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.
- 4.** If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.
- 5. Set-offs.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us. If the account(s) is/are held jointly, we may offset funds for the debt of any one of the joint owners.
- 6. Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process (“Claim(s)”), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.
- 7. Expenses.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including

reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

- 8. Dormant Accounts.** You understand that if your account is dormant, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.
- 9. Joint Accounts, Trust Accounts and Custodial Accounts.** You acknowledge that if your account is set up as a joint account, trust account, or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.
- 10. Joint Account.** If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.
- 11. Joint Account With/Without Right of Survivorship.** If this is a joint account with right of survivorship, on the death of one of the account holders, that person's interest in the account immediately vests in the surviving joint account holder(s) as their separate property. If this is a joint account without right of survivorship and we receive written notice of the death of a joint account holder, we may freeze the account until we receive satisfactory evidence as to the disposition of the account.
- 12. In Trust For or Payable on Death Account.** If this account is noted as an In Trust For or Payable on Death account, the trustee(s) may change the named beneficiary(ies) at any time by a written direction to us. The trustee(s) reserves the right to withdraw all or part of the deposit at any time. Such payment or withdrawal shall constitute a revocation of the trust agreement as to the amount withdrawn. The beneficiary(ies) acquires the right to withdraw only if: (i) all of the trustees die, and (ii) the beneficiary is then living. The beneficiary(ies) is only entitled to the amount that is in the trust after all of the trustee's(s') outstanding checks and debits

have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary's(ies') death shall terminate the trust and title to the money that is credited to the trust shall vest in the trustee(s). If two or more beneficiaries are named and survive the death of all of the trustees, such beneficiaries will own this account in equal shares without right of survivorship.

- 13. Custodial Account.** Any custodial account maintained is subject to the Uniform Transfers to Minors Act or other similar applicable law as adopted by the state in which the account is opened. The account must be opened in the name of a custodian. There may be only one custodian and one minor as beneficiary for each account.
- 14. Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.
- 15. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures
- 16. Non-Sufficient Funds.** If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return such item for non-sufficient funds and will charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, if any. We may process checks and any other debit activity in any order, including from highest dollar amount to lowest dollar amount.
- 17. Amendments and Alterations.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders
- 18. Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.
- 19. Closing Account.** We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the

authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**20. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**21. Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

**22. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House (“ACH”) entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association (“NACHA”) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

**a. Provisional Payment.** Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**b. Notice of Receipt.** Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**c. Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Fund Transfer Act and

your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where this account is opened as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

**23. Payment of Interest.** If this is an interest bearing account, the interest is calculated and paid in accordance with the Disclosures.

**24. Stop Payments.** If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments are effective for 6 months. The stop payment request of a recurring preauthorized transfer will suspend all further payment to the stated payee under this stated payment schedule until you notify us to resume. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the stop payment may be made only by the person who initiated the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security.

**25. Checks.** All negotiable paper (“checks”) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account or on any check issued by you must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**26. Substitute Checks.** To make check processing faster, federal law permits financial institutions 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 us may be substitute check(s).

**27. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**28. Check Safekeeping.** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check is subject to a fee. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**29. Statements.** If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**30. Debit Card Cancellation.** In order to protect the bank's cardholder(s) of any fraudulent activity that may occur with any inactive master gold debit card; if your Debit Card is inactive for more than 180 days, you authorize the bank to cancel the debit card after this period. However; if your debit card is cancel you may request a new card and number any time you like by visiting any of our branches.

- 31. Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen in our files and contain the required number of signatures for this purpose.
- 32. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”
- 33. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

## CHECKING AND NOW ACCOUNTS

In addition to the General Rules, your Checking Account and Negotiable Order of Withdrawal (NOW) Account will be subject to the following rules:

- 1. Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.
- 2. Withdrawal Notice Requirements.** If your account is a NOW or interest bearing checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

## MONEY MARKET ACCOUNTS

In addition to the General Rules, your Money Market Account will be subject to the following rules:

- 1. Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
- 2. Access Limitations.** You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. The Disclosures will also specify the maximum number of checks that may be written on your account per month. A preauthorized

transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks or convert the account to a checking or other transaction account if these restrictions are violated.

## **SAVINGS ACCOUNTS**

In addition to the General Rules, your Savings Account will be subject to the following rules:

- 1. Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
- 2. Passbooks.** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.
- 3. Access Limitations.** You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away your ability to transfer funds or convert the account to a checking or other transaction account if these restrictions are violated.

## **CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS**

In addition to the general rules, your Certificate of Deposit/Time Deposit ("Certificate") Account will be subject to the following rules:

- 1. Terms.** The term of deposit, interest rate(s) and Annual Percentage Yield ("APY") of your Certificate are specified on your Certificate and in the Disclosures provided to you at the time of opening the Certificate.
- 2. Payment on Maturity.** Your Certificate is payable on the maturity date noted on the Certificate and in your Disclosures. If this is a joint account, payment is subject to the terms discussed in the Joint Account provisions of this Agreement.
- 3. Interest.** The Certificate bears interest at the rate and basis as set forth on the Certificate and in the Disclosures. Interest will not be compounded unless noted on the Certificate and in the Disclosures; and will be paid

according to the payment frequency set forth, and in the manner indicated, on the Certificate and in your Disclosures. Withdrawal of interest prior to maturity will affect the Annual Percent Yield (APY). For any renewal of a Certificate, interest will be paid at the rate then in effect at this financial institution for similar accounts, and any such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Except for any grace period interest discussed in paragraph 7 or any post-maturity interest discussed in paragraph 8 below, no interest will be paid on a Certificate after the maturity date of its term.

- 4. Transferability.** No right in, or title to, the Certificate is transferable, except on the books of this financial institution.
- 5. Withdrawal Prior to Maturity.** You have contracted to keep the funds evidenced by the Certificate on deposit from the issue date until the maturity date of the Certificate's term. Acceptance of a request by you for withdrawal of some or all of the funds prior to the maturity date is at our discretion, or as referenced in the Withdrawals and Additional Deposits during Term provision of the Agreement.
- 6. Early Withdrawal Penalty.** If we allow a withdrawal, either partial or in whole, prior to the maturity date, each time we allow such a withdrawal, you will be assessed an early withdrawal penalty as set forth on the Certificate and in the Disclosures. In no event shall such penalty be less than seven (7) days simple interest on the amount withdrawn and the penalty may invade the Certificate's principal.
- 7. Automatic Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. If the deposit is withdrawn during the grace period as set forth on the Certificate and in the Disclosures, we will not charge an early withdrawal penalty. If interest is paid on the Certificate until withdrawal during the grace period, it shall be that interest described on the Certificate under Grace Period Interest.
- 8. Single Maturity.** Single Maturity Certificates are not automatically renewable and mature on the stated maturity date of the term as set forth on the Certificate and in the Disclosures. No interest will be paid on the Certificate after the maturity date unless described on the Certificate under Post-Maturity Interest.
- 9. Withdrawals and Additional Deposits during Term.** No withdrawal or additional deposit will be allowed during the term of the Certificate unless allowed by the product, as disclosed by your Certificate and in the Disclosures.
- 10. Callable Time Deposit.** If your Certificate has a "call" feature, we may

redeem the Certificate prior to the stated maturity date as disclosed by your Certificate and the Disclosures.

- 11. Bump Up Time Deposit.** If your Certificate has a “bump up” feature, you may bump up the interest rate on your Certificate prior to the stated maturity date, as disclosed by your Certificate and the Disclosures.
- 12. Step Rate Time Deposit.** If your Certificate has a “step rate” feature, there are two or more interest rates that will take effect for the specified time periods as disclosed by your Certificate and the Disclosures.
- 13. Tiered Balance Time Deposit.** If your Certificate has a “tiered balance” feature, there is an identified interest rate and APY, or range of APYs, applicable to specified portions of the Certificate’s balance, as Certificate’s balance, as disclosed by your Certificate and the Disclosure.

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## **2. EARLY WITHDRAWAL PENALTIES EXCEPTIONS ON CERTIFICATE OF DEPOSIT (Law 98)**

According to Law 98 of the 25 of June of the 1998, early withdrawal penalties will not be imposed when:

1. The balance of the CD is \$ 100,000 or less, including accumulated interest;
2. The CD has been in effect for 180 consecutive days;
3. The early withdrawal of funds is by reason of the certificate holder's death, long-term disability or loss of employment, or to pay the expense of the university studies of his/her direct dependents, or to purchase or construct his/her first residence, or to repair or reconstruct his/her principal residence if it has been damage by fire, hurricane, earthquake or other casualty, or to pay the expense for treatment of any terminal, degenerative, chronic or severe disease of Participant or a family member of the Participant up to the fourth degree of consanguinity or up to the second degree of affinity which foreseeable effect certified by a physician is the loss of life or a permanent physical disability, or any other case of duress described in the Puerto Rico Internal Revenue Code of 1994 allowing the early withdrawal, without penalty, of funds deposited in Individual Retirement Accounts.

Except in the case of the certificate holder's death, penalty-free early withdrawal of funds shall be conditioned upon submission of such certificates and documentation as the Bank shall deem necessary to ascertain the existence of the situation mentioned above, but the documentation required shall never exceed that which would have been required to establish duress for purposes of the early withdrawal, without penalty, of funds deposited in Individual Retirement Accounts.

### **3. ELECTRONIC FUND TRANSFER DISCLOSURE**

For purposes of this disclosure the terms “we”, “us” and “our” refer to the Bank named above. The terms “you” and “your” refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card at our automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of electronic fund transfer (EFT) services provided by this Bank in relation to accounts established primarily for personal, family or household purposes. Please read this document thoroughly and retain it for future reference.

#### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED SERVICES PROVIDED THROUGH USE OF ORIENTAL'S DEBIT CARD**

If you have received an electronic fund transfer card (“Debit Card”) from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

##### **USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER (“PIN”).**

In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction. You agree not to use your Debit Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sale discretion, charge or credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN, which is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your

Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting one of our branches.

## **ATM SERVICES**

The following services are available through use of your Debit Card

- You may withdraw cash from your checking account(s), and NOW account(s).
- You may make deposits into your checking account(s), and NOW account(s).
- You may transfer funds between your checking and NOW accounts.
- You may make balance inquiries on your checking account(s), and NOW account(s).

## **OTHER ATM SERVICES**

You may change your PIN at our ATMs.

## **NETWORK**

Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. For example, you may not be able to make deposits or transfer funds at ATMs located out of state.

Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following networks: NICE and MasterCard.

## **ATM FEES**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a

balance inquiry even if you do not complete a fund transfer.

## **POINT OF SALE TRANSACTIONS**

You may use your Debit Card to purchase goods and services from merchants that have arranged to accept your Debit Card as a means of payment (these merchants are referred to as “Participating Merchants”). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Debit Card, including any purchase where you receive cash, are referred to as “Point of Sale” transactions and will cause your “designated account” to be debited for the amount of the purchase. The designated account for Debit Card transactions is your checking account.

In addition, your Debit Card may be used at any merchant that accepts MasterCard™ debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection to be exceeded.

## **CURRENCY CONVERSION**

If you effect transactions with your Debit Card in a currency other than US dollars, MasterCard International Inc., will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard. Currently the currency conversions rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

## **SERVICES PROVIDED THROUGH USE OF ORIENTEL**

You may perform the following functions through use of ORIENTEL:

- You may initiate transfers of funds between your checking and savings accounts, checking and NOW accounts, and savings and NOW accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and NOW account(s).
- You may change your PIN via the telephone.

## **PREAUTHORIZED TRANSFER SERVICES**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), and NOW account(s).

## **SERVICES PROVIDED THROUGH USE OF ORIENTAL ONLINE**

This Bank offers its customers an Internet Banking (Home Banking) service. This service permits you to perform the following transactions using your home computer:

- Electronic Transfer (internal/external) of funds
- Electronic Payments
- Electronic confirmations
- Electronic Statement
- Review account transactions
- Review account balances

## **LIMITATIONS ON TRANSACTIONS**

### **TRANSACTION LIMITATIONS- DEBIT CARD**

**CASH WITHDRAWAL LIMITATIONS:** You may withdraw up to \$500.00

through use of ATMs in anyone day.

## **OTHER LIMITATIONS**

We reserve the right to impose limitations for security purposes at any time.

## **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

## **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

TRANSACTION RECEIPTS: Upon completing a transaction at an ATM you will receive a printed receipt documenting the transaction (unless you have chosen not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. You will receive a receipt at the time you perform any transaction using your Debit Card at a Participating Merchant.

## **PERIODIC STATEMENTS**

If your account is subject to receiving a monthly Statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

## **PREAUTHORIZED DEPOSITS**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company: you can call us at 1-800-981-5554 to find out whether or not the deposit has been made.

## **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

RIGHTS AND PROCEDURES TO STOP PAYMENTS: If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at: 1-800-981-5554, or write to: ORIENTAL Customer Service Department, PO BOX 195115, San Juan, PR 00919-5115.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take

place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

## **NOTICE OF VARYING AMOUNTS**

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## **OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS**

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

## **ELECTRONIC CHECK CONVERSION**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

## **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your Debit Card or PIN or internet banking access code has been lost or stolen, call us at: 1-800-981-5554 (8:30 am to 5:30 pm), or write to: ORIENTAL Customer Service Department, PO BOX 195115, San Juan, PR 00919-5115.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **CONSUMER LIABILITY**

Tell us at once if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contact us in any event of unauthorized transfer by call in us or in writing to phone and address mention above. If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN,

you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

## **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your Debit Card with the MasterCard™ logo. These limits apply to unauthorized transactions processed on the MasterCard™ Network.

If you notify us about an unauthorized transaction involving your Debit Card, and the unauthorized transaction took place on the MasterCard™ Network, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must not have reported two or more incidents of unauthorized use within the preceding twelve (12) months, and your account must be in good standing.

Your liability for unauthorized transactions with your Debit Card that involve PIN-based transactions not processed by the MasterCard™ Network, including ATM transactions, are described under “Consumer Liability” above.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers, call us at: 1-800-981-5554, or write to: ORIENTAL, Bank Operation Department, PO BOX 195115 SAN JUAN PR 00919-5115, or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact the Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

## **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your

account to make the transfer.

- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

## **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

We reserve the right to impose a fee and to change fees upon notice to you.

## **DISCLOSURE OF ACCOUNT INFORMATION**

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or

3. In order to comply with government agency or court orders; or
4. with your written consent

## **DEFINITION OF BUSINESS DAY**

Business days are Monday through Friday excluding holidays.

## **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and the Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account.

You will be charged \$9.00 per card for the issuance of replacement access cards and \$15.00 for each stop payment order you give us.

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## **4. AUTOMATED CLEARING HOUSE (ACH) – PROVISIONAL CREDIT**

### **PROVISIONAL PAYMENT DISCLOSURE**

The credit given by the Bank as a client with respect to an Automated Clearing House (ACH) credit is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agreed that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payments to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

### **NOTICE DISCLOSURES**

Under the operating rules of the National Automated Clearing House Association (NACHA) which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of received of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### **CHOICE OF LAW DISCLOSURE**

We may accept on your behalf payments to your account which has been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

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## **5. REGULATION CC INITIAL DISCLOSURE (FUNDS AVAILABILITY POLICY)**

### **PURPOSE OF THIS DISCLOSURE**

The information here describes our policy of holding deposited items in an account before funds are made available to you for withdrawal. This is what is called our Funds Availability Policy.

For purposes of this disclosure, the terms “you”/“your” refer to the customer and the terms “our/we/us” refer to the Bank. The term “account” includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

### **DEPOSITS AT OTHER LOCATIONS**

This availability policy only applies to funds deposited at ORIENTAL BANK & TRUST. Please inquire for information about the availability of funds deposited at other locations.

### **DETERMINING THE AVAILABILITY OF YOUR DEPOSIT**

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term “Business Day” means any day other than a Saturday, Sunday or federally declared legal holiday, and the term “Banking Day” means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before 4:00 pm on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 pm or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

## AVAILABILITY SCHEDULE

**Same Day Availability.** Funds from electronic direct deposits to your account will be available on the day we receive the deposit. In addition, funds from deposits of cash (if made in person to an employee of the Bank<sup>\*</sup>), wire transfers, and checks drawn on us will also be available on the day of deposit.

**Next Day Availability.** Funds from deposits of U.S. Treasury checks (if payable to you and deposited into your account), U.S. Postal Service Money Orders (if payable to you and deposited into your account, and the deposit is made in person to an employee of the Bank<sup>\*</sup>), Federal Reserve Bank or Federal Home Loan Bank checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of the Bank<sup>\*</sup>), State or Local Government checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of the Bank<sup>\*</sup> and you use a special deposit slip available from Branch's Managers), and Cashier's, Certified, or Teller's checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of the Bank<sup>\*</sup> and you use a special deposit slip available from Branch's Managers) are available on the first business day after the day of your deposit.

\*If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available no later than the second business day after the day of your deposit.

**Other Check Deposits.** The delay for check deposits other than those indicated above depends on whether the check is a local or other local check. To determine whether a check is a local or other local check, look at the routing number on the check.

### Personal Check

Pay to the order of \_\_\_\_\_ \$ \_\_\_\_\_ dollars

Bank Name and Location

123456789 000000000 000 000

Routing Number

### Personal Check

Name and Company  
Address, City, State \_\_\_\_\_

Pay to the order of \_\_\_\_\_ \$ \_\_\_\_\_ dollars

Bank Name and Location

00000000 123456789 000000000 000 000

Routing Number

If the first four digits of the routing number (1234 in the examples above) are 0215 or 2215 then the check is a LOCAL check.

If the check has routing numbers other than those shown above, the check is other local check. Some checks are marked “payable through” and have a four- or nine- digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number) not the routing number on the bottom of the check, to determine if these checks are local or other local. Our policy is to make funds from local and other local checks available as follows:

**Local Checks:** The first \$100.00 from a deposit of local checks will be available on the first business day after the day of deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a local check of \$700.00 on a Monday, \$100.00 of the deposit is available on Tuesday. The remaining \$600.00 is available on Wednesday.

**Other Local Checks:** The first \$100.00 from a deposit of local checks will be available on the first business day after the day of deposit. The remaining funds will be available on the third business day after the day of your deposit.

For example, if you deposit a local check of \$700.00 on a Monday, \$100.00 of the deposit is available on Tuesday. The remaining \$600.00 is available on Thursday.

## **HOLDS ON OTHER FUNDS FOR CHECK CASHING**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

## **HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT**

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## **LONGER DELAYS MAY APPLY**

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$5,000 on any one day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn

your account repeatedly in the last six months; or (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

## **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules may apply during the first 30 days your account is opened.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions.

For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available as follows: Local checks- 7th day and Other Local checks – 8th day. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of deposit.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 4:00 pm on a business day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 4:00 pm or on a day that we are not open, we will consider the deposit made on the next business day we are open.

We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## **TRANSACTIONS POSTING PRIORITY**

Your transactions will be posted in the following order:

1. Credits
2. Debits. Debits will be posted according to the following posting priorities:

- o Cash, ATM withdrawals and transactions conducted by internet or by phone
- o Point of Sales (POS) purchases and ACH transactions
- o Checks and electronic checks
- o Other miscellaneous fees as (service fees, overdraft fees etc.)

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## **6. CLEARING FOR THE 21ST CENTURY ACT - CHECK 21**

In compliance with the federal Check Clearing for the 21st Century Act, known as “CHECK 21” and Regulation CC, we provide the following disclosure regarding the terms and conditions applicable to checks processing. One of the innovations of Check 21 is that it allows the financial institutions to exchange checks electronically, substituting the current manual process, by creating a negotiable instrument that the law recognizes as a substitute check.

### **What is a substitute check?**

A substitute check is a reproduction on paper of an original check that has the validity of the original check for all legal purposes. These checks are similar in size and contain an image of the front, back and all of the endorsements that appear on the original check.

A substitute check includes on the front the following legend in English that identifies as a legal copy of the check and that permits using it as one would use the original check: “This is a legal copy of your check. You can use it in the same way you would use the original check”. For example, in cases where a check is returned due to insufficient funds, the substitute check may be used to collect the amount in place of the original. Check 21 provides that federal and local courts and agencies must accept substitute checks as if being presented with the original check.

### **What does Check 21 mean to me?**

Check 21 means that you may receive substitute checks instead of your cancelled checks with your Bank statements. If you are a consumer and have a consumer account (as defined by Check 21) this notification and the rights it contains applies to you when you receive substitute checks. Your rights in accordance with this notification do not apply if you receive original checks, electronic debits against your account or images of substitute checks. However, for these transactions, other sections of this and other regulations apply.

### **A substitute check and an image are not the same.**

Check images that you receive in your Bank statement are not substitute checks. However, these images of checks, like the images of the substitute checks, may be accepted as proof of payment.

## **What happens to the original checks?**

The original check is mutilated in the financial institution where it was negotiated for the first time, producing thereby a substitute check. Once mutilated, the clients of each institution will receive a substitute check (when receiving their cancelled checks along with the Bank statement) in their monthly Bank statements or an electronic image of the substitute check (when receiving their cancelled checks along with the Bank statement).

## **What happens if I need a copy of a cancelled check?**

Don't worry. Your Bank will make available copies of your substitute checks or copies of the images of substitute checks whenever you may need additional copies to those that you receive in your Bank statement.

## **What are my rights regarding substitute checks?**

Check 21 provides a special proceeding that permits you to apply for reimbursement for losses suffered related to a substitute check charged against your account (for erroneous amounts charged to your account or for duplications in the transactions made with a substitute check). To support this proceeding, you may try to collect the amount debited to your account and the charges that may have been collected for the transaction's resulting debit (e.g.: charges for checks returned for insufficient funds). The amount of your reimbursement is limited to the amount of the loss or to the amount of the substitute checks whichever is less. If your account is an account that accrues interest, you have the right to receive interest on the amount of the reimbursement. If your loss exceeds the amount of the substitute check, you may have the right to recover said excess under others regulations.

If this proceeding is applied and you decide to use it, you may receive up to a maximum of \$2,500.00 plus interest (if the Account accrues interest) within 10 working days from the day that the Bank receives your claim. The remainder of your deposits (if that exceeds \$2,500) may be received no more than 45 working days from the date that the Bank received your claim.

If in the future, the Bank demonstrates that there was no error and that the substitute check was duly credited to your account, the Bank may recall the reimbursement, including any interest on it. The Bank may delay the availability of the funds credited to your account on the tenth working day until the next working day following the day that the Bank determined that the claim is valid, or until 45 calendar days have elapsed from date that you submitted your claim, under the following circumstances:

- If you open a new account or you are a new client (within a term of thirty days of having opened the new account)

- If you have repeatedly overdrawn your account during the past six months:
- If the Bank has reasonable cause to believe that your claim is fraudulent.

The Bank will mail you an explanation in writing by the next working day following the date that the Bank concludes its investigation. You may request copies of the documents used in the investigation from the Bank.

## **How to present a reimbursement claim?**

If you believe you have suffered a loss related to a substitute check that you received that was debited from your account, you should call us to our Customer Service Department at 1-800-981-5554, or any of our branches. If you prefer, you may notify us in writing at the following address: ORIENTAL Customer Service Department, PO BOX 195115, SAN JUAN PR 00919-5115.

For you to claim some right to support this proceeding, you must communicate with the Bank within a period of forty (40) calendar days from the date that the Bank sent you the substitute check in question by the agreed method or the Bank statement where the substitute check in question was debited is reflected as a debit to your account, whichever occurred later. If any extraordinary circumstances exists that impeded you from making your claim within this term, the Bank may extend this period of time.

Your claim must include:

- A description why you understand that you suffered a loss;
- Indicate that you suffered a loss and provide an estimate of the amount of your loss;
- An explanation of why the substitute check that you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information that will help us to identify the substitute check: check number, name of the beneficiary and the amount of the check.

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## 7. ODP DISCLOSURE

It is the policy of Oriental Bank and Trust to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (negative) balance may result from: A) The payment checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of bank service charges; or It is the policy of our Bank to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. E) The deposit of items which according to the bank's Funds Availability Policy, are treated as not yet "available" or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open for least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$XXX or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to (Client Bank), (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy, we will consider, as a discretionary courtesy or \*service and not a right of nor an obligation on our part, approving your reasonable overdrafts.

The Bank is not obligated to pay a check if the account does not have sufficient funds available. Previous to not paying a check to a customer for insufficient funds, the bank takes into consideration: (i) if the account has been open for at least 30 days and if the account maintains a deposits for \$300 or more for each 30 days period, (ii) the customer is current with its obligation with the bank, (iii) the customer has a positive balance in its account at least one time every thirty days; (iv) the account is not subject to any embargo, judicial or administrative order. The Banks considers as a discretionary privilege, and no an obligation, the payment of an overdraft. This discretionary \*service will generally be limited to a \$400 overdraft (negative) balance for Checking accounts (Oriental Amiga); a \$700 overdraft (negative) balance for other eligible personal checking accounts; a \$1000 overdraft (negative) balance for Platinum checking accounts or a \$1,500 overdraft (negative) balance for Oriental Money checking accounts. Of course, any and all bank fees and charges, including without limitation our non sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit.

The Bank may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before the Bank “payor” return any item. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand. If there an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

**LIMITATIONS:** Available only to eligible personal checking accounts primarily used for personal and household purposes here the ineligible account types i.e., Business accounts, Money Market accounts, etc, are not eligible) and we may limit the number of accounts eligible for Overdraft Privilege \*Service to one account per household.

**\*The Overdraft Privilege Service does not constitute an actual or implied agreement between you and the bank. Nor does it constitute an actual or implied obligation of or by the bank. This service represents a purely discretionary courtesy or privilege that the bank may provide to you from time to time and which may be withdrawn or withheld by the bank at any time without prior notice or reason.**

## **WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES**

The Bank shall not assess a fee or charge on a consumer’s account for paying an ATM or one-time debit card transaction pursuant to the institution’s overdraft service, unless the Bank:

- o Provides the consumer with a notice in writing, or if the consumer agrees, electronically, segregated from all other information, describing the institution’s overdraft service;
- o Provides a reasonable opportunity for the consumer to affirmatively consent, or opt in, to the service for ATM and one-time debit card transactions;
- o Obtains the consumer’s affirmative consent, or opt-in, to the institution’s payment of ATM or one-time debit card transactions; and
- o Provides the consumer with confirmation of the consumer’s consent in writing, or if the consumer agrees, electronically, which includes

a statement informing the consumer of the right to revoke such consent.

The Bank will not: (i) condition the payment of any overdrafts for checks, ACH transactions, and other types of transactions on the consumer affirmatively consenting to the institution's payment of ATM and one-time debit card transactions pursuant to the institution's overdraft service; or (ii) Decline to pay checks, ACH transactions, and other types of transactions that overdraw the consumer's account because the consumer has not affirmatively consented to the institution's overdraft service for ATM and one-time debit card transactions.

**A consumer may affirmatively consent to the Bank's overdraft service at any time.**

A consumer may also revoke consent at any time in the manner made available to the consumer for providing consent. The Bank must implement a consumer's revocation of consent as soon as reasonably practicable. A consumer's affirmative consent to the institution's overdraft service is effective until revoked by the consumer, or unless the financial institution terminates the service.

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## **8. FAIR BILLING DISCLOSURE PERTAINING TO THE BILLING SYSTEM THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OUR LIABILITIES UNDER THE “FAIR CREDIT BILLING ACT”**

In order to protect your rights according to said law, we hereby present the steps you must take should you find an error in your account billing or statement, or would want further information regarding any entry in your bill:

1. Prepare a letter containing the following information:
  - a. Your name and account number.
  - b. State the dollar amount for the alleged error.
  - c. A description of the entry or part of the bill you think is mistaken and an explanation as to why you think it is wrong. If you only need further information, identify the entry about which you have questions and, if so desired, request evidence of the charge, such as a copy. Do not send your copy of the charges or other documents unless you retain a duplicate for your records.
  - d. Provide any other information (such as your address) you may think will help us identify you or acknowledge your claim or complaint.
2. Send your notice of billing error to the following address: ORIENTAL BANK AND TRUST, PO BOX 195115, SAN JUAN PR 00919-5115

Please send your notice of claim as soon as possible and, in any case, within the time period so we must receive it within the sixty (60) days from the date of the account billing or statement. If you are having automatic deductions made for paying your credit line bills from your checking account with the Bank, you may suspend the payment of any amount you consider in error by sending notice to be received by us three (3) days prior to the date scheduled for the automatic payment.

## **YOUR RIGHTS AND OUR LIABILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

1. We must acknowledge receipt of your letter of claim no later than thirty (30) days after receiving it, unless we can correct the error in your billing within those thirty (30) days. Within a period of ninety (90) days after we receive your claim letter, we would need to correct the error or show why we believe the billing is correct. Once we have explained the billing, we will have no further obligation with you even if you still think there is an error, except as provided for in paragraph 4 below.
2. Once you file your claim, we cannot take any action to collect the disputed amount by ourselves nor through an attorney nor using collection agencies or any other way, but we will continue to periodically send you the account statements and the disputed amount could be applied against your credit limit. You may not receive threats that your credit standing will be affected nor that you will be sued for the disputed amount, nor that the disputed amount will be reported as delinquent to a credit agency or any other creditor until we have responded to your claim. Despite this, you will be bound to pay the part of your bill that is not disputed.
3. If it is determined we have made a mistake in your billing, you need not pay financing charges on the amount claimed. If we have not made a mistake, you must pay the financing charges on the disputed amount, and will also need to cover any minimum payment required on said amount. Unless you have accepted the billing as correct, we must send you a written notice of what is owed us and, should it be found we made an error in billing for the amount claimed, we must grant you the time normally allowed to pay undisputed amounts before any additional charges may be added.
4. If our explanation is not satisfactory and you notify us in writing within a period of ten (10) days from the date of receipt of our explanation, that you still refuse to pay the disputed amount, we could report this to a credit agency or other creditors and we could also continue to take regular collection actions. Nevertheless, we must report to them that you insist on stating you do not owe the money and we must also notify you as to who received said reports. Once the matter is resolved between you and us, we must send notice to those we previously notified of your overdue account.

5. If we fail to follow the above rules, we will be precluded from collecting the first \$50.00 of the disputed amount and the corresponding financing charges, even if said billing is found to be correct.

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800-968-8522, Fax 616-956-1868

## **9. DISCLOSURES REGARDING AUTHORIZED DEPOSITS AND WITHDRAWALS**

### **I. AUTHORIZED BALANCE TRANSFERS FROM YOUR ACCOUNT; WRITTEN AUTHORIZATION**

The Bank will process authorized balance transfers from your accounts as long as you have duly authorized these in writing. These transfers may be made either authorizing the Bank through a consent form stating the amount in funds to be transferred, date of transfer, the payee, the account where the funds will be transferred to and the address where the funds will be transferred to, or authorizing the payee through a form authorizing the Bank to make the transfer. A copy of said authorization form will be provided to the Bank by the entity obtaining said authorization.

The Bank will mail a Bank statement monthly to all checking accounts in which the fund transactions made by the direct deposits system are reflected. If the direct deposits are credited to your savings account, you may visit the branch where you have your account and those direct deposits credited to your account will be registered in your savings account passbook book from the last date that you brought in your passbook for any purpose. The Bank collects no additional charge for this service.

### **II. DEPOSITOR'S RIGHT TO SUSPEND PAYMENT**

In order to suspend payment of an authorized electronic transfer, the depositor must provide the Bank with an order to suspend payment made verbally or in writing at least three (3) business days prior to the effective date. If the order for suspension of payment is made verbally, the depositor must confirm it in writing within a period of fourteen (14) days after the verbal notice is given. If the Bank fails to receive said confirmation in writing within the time stipulated, the verbal order for suspension will be nullified fourteen (14) days later.

### **III. NOTICE OF TRANSFERS FOR DIFFERENT AMOUNTS**

When different amounts are to be transferred, the Bank or the payee will send the depositor a written notice stating the amount to be transferred and the date for the money transfer. This notice will be sent to the depositor by mail or in person, at least ten (10) days prior to the scheduled date for the money transfer.

The Bank or the payee will notify the depositor of his or her right to be

notified of all authorized transfers for amounts which are different from the amount authorized. In an agreement made with the Bank or the payee, the depositor could opt to receive said notices stipulating a set limit for changes in the amounts transferred. The Bank or the payee will only send notice to the depositor when the authorized transfer is over the limits of the stipulated changes.

#### **IV. LIABILITY FOR DAMAGES INCURRED**

The Bank will be liable to the depositor for damages incurred for failing to comply with an order for suspension of payment of a transfer authorized by the depositor, as long as the request for suspension was given in accordance with the dispositions and conditions of this disclosure.

The Bank will not be responsible for damages or losses that you may suffer for not crediting direct deposits on time in the Account designated by you or for crediting an incorrect amount. The Bank will not be responsible when there is an omission of crediting the direct deposits or for an error in the amount of said direct deposits that results as a consequence of acts of nature or for circumstances or causes beyond the control of the Bank, in spite of the reasonable precautions that the Bank has taken.

#### **V. PROCEEDINGS APPLICABLE TO ERROR RESOLUTION**

In case of errors or if you have any questions regarding authorized withdrawals, please call us at 1-800-981-5554 write to: ORIENTAL BANK AND TRUST, PO BOX 195115, SAN JUAN PR 00919-5115

When you think, any account statement sent by the Bank, or any withdrawal in your Bank book is in error or when you need further information as to any authorized withdrawal in the account statement or savings book, the Bank must receive your verbal or written notice no later than sixty (60) days:

- i) Beginning on the date you were sent the account statement first showing the error or concern you see, or
- ii) Beginning on the date the direct deposit was first registered in your Bank book for which you find an error or concern, as the case may be.

When contacting us you must:

- a. State your name and number for the account in question.
- b. Describe the error or direct deposit, which you question and explain as clearly as possible why you think a mistake has been

made or why you need further information.

- c. Indicate the dollar amount for the alleged error or problem.

When contacting us by phone, you will be asked to send your claim or question in writing within the following ten (10) business days. The Bank will report on the results of the investigation made within ten (10) business days and will correct any error found as soon as possible. However, should additional time be required to investigate your claim, the Bank could take up to forty-five (45) days, in which case the Bank will credit your account in the amount you are allegedly entitled to due to the error found within ten (10) business days, so you may use said amount during the time period required to conduct our investigation. If the Bank fails to receive your claim or question in writing within the period of ten (10) business days, the Bank will not credit your account for the disputed amount of money. In case the Bank finds there was no error, it will send you a written explanation within three (3) business days after the date of completion of the investigation. You are entitled to request copies of the documents used in the investigation.

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## 10. SAFE DEPOSIT BOX LEASE AGREEMENT

Financial Institution leases to Renter, and also Renter leases from Financial Institution, the Safe Deposit Box (referred to as “Safe” throughout this Lease) described above, located in the vaults of Financial Institution, according to the terms and conditions set forth below. Throughout this Lease, the terms “you” and “your” refer to the Renter(s), and the terms “we,” “us” and “our” refer to the Financial Institution.

**NATURE OF LEASE:** You agree to lease the Safe for the sole purpose of storing items not inherently dangerous, or otherwise of a character likely to cause damage to our premises. You will not use the Safe for any unlawful purpose. You agree not to store, drugs, armaments or cash in the Safe. You will be liable to us for all damages resulting from a violation of this Lease.

**YEARLY RENTAL FEE:** You agree to pay the Yearly Rental Fee set forth above, in advance, on with the first payment due on the date of this Lease. We may change the Yearly Rental Fee from time to time by notifying you in our yearly invoice to you. In addition to the Yearly Rental Fee, you agree to pay such service charges, late charges, security deposits, drilling fees and any other fee or charge that we may establish from time to time.

**GUARANTEE FEE:** You agree to pay a Guarantee Fee set forth above, in advance, on with the first payment due on the date of this Lease. The Guarantee fee will be refund at end of lease agreement, only if you return the keys provide the Bank to access the safe and if no other default remains.

**AUTOMATIC RENEWAL:** This Lease will automatically renew from year to year unless terminated by either party according to its terms.

**JOINT RENTERS:** If there are two or more Renters of the Safe, each of you will be bound by the provisions in this Lease. Each of you will have access to or may surrender the Safe without the consent or presence of the other joint Renter(s). The survivor(s) of such joint Renters shall possess jointly and severally all powers, rights and duties for the Safe as are given in this Lease to original Renters. We will not be liable for removal by any one of you of all or part of the contents from the safe. Any notice by us to any one of you will be deemed notice to all joint renters to the extent permitted by law.

**LOSS OF ACCESS DEVICE:** By executing this Lease, you acknowledge receipt of key(s) or have personally established the combination or other authorized access device to the Safe. We retain no access device or information that would open the Safe. If you misplace or lose one or more of the keys, combinations, or other approved access device, you must immediately give us written notice of that fact. You will be responsible for any and all expenses

of replacing an access device, opening the Safe, or changing any lock. We may require advance payment from you for these expenses.

**AUTHORIZED ACCESS:** We will grant access to the Safe only to you, or your duly authorized agent, deputy, or legal representative upon receipt of a signed form either supplied by or approved by us. The authority of any agent, deputy, or legal representative will continue until we have received written notice of the revocation of such authority from you.

**ACCESS TO SAFE:** You will have access to the vaults in which the Safe is contained during regular customer business hours of every business day. We may limit or lengthen these hours at our discretion. We are not liable for any mechanical failure which prevents locks from operating. We may temporarily close the vault due to fire, mobs or any other reason we feel is necessary to ensure the security of the vault.

**BANKRUPTCY, INCAPACITY, OR DEATH OF RENTER:** Each person entitled to access the Safe agrees that before seeking access to the Safe, he or she will notify us of the death of any other person having the right of access to the Safe. We may rely exclusively upon the absence of any such notification in allowing access to the Safe. We may refuse access to the Safe upon a Renter's bankruptcy, incapacity, or death, to the extent permitted by law. We agree to list the contents of the Safe for tax purposes or any other reason that may be required and permitted by law. We may refuse withdrawal of any of the Safe's contents: (1) until (a) we have received satisfactory evidence of authority of any legal representative named for Renter or Renter's estate, and (b) the requirements of any applicable laws pertaining to notice and withdrawal have been met; or (2) until we grant access to any surviving joint Renters as provided in the section of this Agreement titled "Joint Renters". In the event that you as a sole Renter die, or if there are two or more persons as joint Renters and they all die, we agree that by contract, applicable state law shall apply.

**DENIAL OF ACCESS; COURT ORDERS:** We may refuse access to the Safe if the rent or any other charges owing under this Lease are past due or remain unpaid, or if we are served with certain orders or writs of process by any court or other authority, to the extent permitted by law. We are not responsible for judging whether any order or process is valid or whether the court or authority issuing the order or process has the right to do so. We will not be liable to you for any damages or losses when we comply with all provisions of law or any court order applicable to the Safe.

**DEFAULT:** You will be in default on the day following any of these events: (1) if you fail to surrender possession of this Safe to us on the termination date of this Lease; (2) if you do not pay the rent and other charges required under this Lease on the date due; or (3) if you breach any other provision of this Lease.

Other charges required under this Lease may include the costs for forcibly opening and repairing your Safe, replacing the lock and keys and resetting the combination, notary fees, notifying you, advertising, selling or disposing of the contents of your Safe, interest on amounts due and reasonable attorney fees and costs, to the extent permitted by law.

**OUR REMEDIES AFTER DEFAULT:** The Bank will give you written notice requesting you to pay the due rent and charges and correct any other default within a period of 30 days after the date we mailed the notice. If you do not pay the due rent and charges and correct any other default within that period, we may act as permitted by law to forcibly open the Safe and remove all its contents. We may store the contents at your expense without any liability for their safekeeping for as long as the law requires, or if no period is specified, for 90 days after the opening of the Safe. By executing this Lease, you agree that we have a lien on all of the contents of the Safe for any charge and rent due under this Lease. If the charges are still not paid and any other default remains during this time then we have the right to sell, transfer or dispose of all or any part of the contents as permitted by law. We will use any proceeds that we receive from such a sale to reimburse us for all rent and charges. Any surplus will be disposed of in accordance with applicable state law. If any deficiency exists after such a sale, you agree to pay such amount to us upon demand. You also agree that we have a claim upon the proceeds of any sale by other authorized persons. We may also exercise any other remedy permitted by law.

**OUR RIGHT OF SETOFF:** If you are in default on the rent or other charges due under this lease, and you have an account with us, we reserve the right to charge any account you have with us for the amount due.

**NO BAILMENT:** The contents of the Safe are unknown to us and we do not exercise any supervision or control over such contents, except in those situations where we are authorized to forcibly open the Safe. Therefore, our relationship with you during the term of this Lease will not be that of bailee and bailor.

**CONTENTS NOT INSURED:** We do not provide insurance coverage for the contents of the Safe nor are the contents insured by the Federal Deposit Insurance Corporation (FDIC). You may, at your own expense, secure your own insurance.

**LIABILITY:** You assume all risks arising from the use of the Safe or our storage of the contents, to the extent permitted by law, as well as provided below. We will not be liable for any loss by theft, burglary, robbery, embezzlement, fire or any other reason unless we fail to exercise reasonable care. We will use reasonable care to prevent the opening of the Safe by any individual other than you, your legal representative, attorney-in-fact, or any other person

authorized by law or by this Lease. If you leave an item in the Safe which is missing on your subsequent entry to it, this does not: (a) raise the presumption that the property was lost by our negligence or wrongdoing; or (b) place on us the burden of proving that the loss was not our fault. Our total liability for any loss resulting from our negligence shall not exceed 100 times the annual rental charged for the Safe. However, we will not be liable, regardless of our negligence, for the loss of any money, negotiable securities, jewelry, collectibles or other tangible property of value.

**CHANGE OF AUTHORIZED SIGNERS:** In the event of any change of signers, you agree to supply us, in a form acceptable to us, a newly executed Lease containing the names and signatures of all the newly authorized signers and, if applicable, any new duly prepared authorization document. We may rely exclusively upon the absence of any such notification in allowing access to the Safe.

**ASSIGNMENT OR TRANSFER:** We may assign or transfer any or all of our interest in this Lease, and in the Safe and vault without your consent. You will not assign this Lease or sublet the Safe. We have the right at any time to remove any Safe to a different location upon giving you notice 10 days prior to the removal of the Safe.

**NOTICE OF ADDRESS AND NAME CHANGES:** You are responsible for notifying us of any address or name changes and other information affecting your Lease. Such notice shall be in writing, signed by you and with sufficient information to allow us to identify the Safe.

**EFFECTIVE DATE OF NOTICE:** Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the latest address as shown on our safe deposit records, which will be deemed to be the correct address for all purposes.

**AMENDMENTS AND ALTERATIONS:** Notice will be given to you if we change the terms of this Lease at any time by mailing notice to your latest address as shown on our safe deposit records, by posting a notice of any such changes at our main office, or as otherwise required by law. In any event, the changes will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of posting or mailing to your address, to the extent permitted by law.

**ATTORNEY FEES AND EXPENSES:** You agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your Lease and you authorize us to deduct any such loss, costs or expense from any account held with us without prior notice to you. This obligation

includes disputes between yourself and us involving the Lease and situations where we become involved in disputes between you and any other person having the right of access to the Safe, another joint renter or a third party claiming an interest in the Safe. It also includes situations where you, any person entitled to access the Safe, another joint renter or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**TERMINATION BY US:** We may terminate this Lease by giving you 10 days written notice. You must surrender the Safe and the keys we have given you or the combination to the Safe, at the expiration of the 10 days notice period. At your request, if you are not in breach of your obligations under this Lease, we will pay you a pro rata refund of any rent paid in advance.

**TERMINATION BY YOU:** You may terminate this Lease by giving us 10 days written notice and by surrendering to us the Safe and the keys or combination to the Safe. You will not be entitled to a refund of any advance rent paid if you terminate this Lease. You will remain liable to us for all damages you have caused as well as for all unpaid rent. By surrendering the Safe and the means of access to the Safe, you will release us from all liability under this Lease.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS:** You understand that this Lease is governed by the laws of the state in which the Safe is located except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of this Lease. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Lease come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**TERMS AND PROVISIONS:** The Terms and Provisions information provided on the Safe Deposit Box Lease Information are incorporated and made part hereof.

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800-968-8522, Fax 616-956-1868

## II. PRIVACY POLICY

Revised Version October 2010

### FACTS

#### WHAT DOES ORIENTAL DO WITH YOUR PERSONAL INFORMATION

##### Why?

Financial companies choose how they share your personal information. Federal law gives consumer the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

##### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number
- Income
- Account balance, account transactions and payment history
- Credit history and credit scores
- Assets and investment experience

##### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons ORIENTAL chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Oriental share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	YES	NO
<b>For our marketing purposes</b> – to offer our product and services to you.	YES	NO
<b>For joint marketing with other financial companies</b>	NO	NO
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	YES	NO
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	YES	YES
<b>For our affiliates' to market to you</b>	YES	YES
<b>For our non-affiliates' to market to you</b>	NO	NO

## TO LIMIT OUR SHARING

- Call (1-800-981-5554) our menu will prompt you through your choice(s)
- Visit us online: [www.OrientalOnline.com](http://www.OrientalOnline.com)
- Mail the form at the end of this book
- **Please note:** If you are a new customer, we can begin sharing your information 30 days from the dates we send this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

## QUESTIONS?

- Call US 1-800-981-5554
- Go to [www.OrientalOnline.com](http://www.OrientalOnline.com)
- Write us: ORIENTAL; Compliance Department “Privacy Policy”, PO Box 191429, San Juan, Puerto Rico 00919-1429.

## **WHO WE ARE**

### **Who is providing this notice**

Oriental, is made up of the following companies: Oriental Financial Group Inc., Oriental Bank and Trust, Oriental Financial Services Corp., and Oriental Insurance Agency, Inc.

### **What we do**

#### **How does ORIENTAL protect my personal information?**

- To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
- We have policies and procedures to limit employees' access to those employees' that require access to such confidential information for business reason or to comply with federal and local laws.

#### **How does ORIENTAL collect my personal information?**

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card
- Seek financial advised
- Provide your mortgage information

We also collect your personal information from others, such as credit bureau, affiliates, or other companies.

#### **Why can't limit all sharing?**

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates' from using your information market to you
- Sharing for nonaffiliates' to market to you

#### **What happen when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply to everyone on your account – unless you tell us otherwise.

# DEFINITIONS

## **Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Our affiliates include companies with common corporate identity of financial institution Oriental Financial Group Inc.; and financial companies such as Oriental Bank and Trust, Oriental Financial Services Corp. and Oriental Insurance Agency, Inc.

## **Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Oriental does not share with nonaffiliates companies so they can market you.

## **Joint Marketing**

A formal agreement between nonaffiliates financial companies that together market financial products or services to you.

Our joint marketing partners include:

- Credit Cards Companies
- Marketing Companies
- Credits Bureaus
- Insurance Companies

# MAIL-IN FORM

If you have a joint account, your choices(s) will apply to everyone on your account unless you mark below.

- Apply my choices only to me.
- Apply my choices to all of my accounts.

Mark any/all you want to limit:

- Do not share information about my credit worthiness with your affiliates for their everyday business purposes.
- Do not allow you affiliates to use my personal information to market to me.

Name	
Address	
City, State, Zip	
Account Number	

--

**Mail to:** ORIENTAL  
Compliance Department  
"Privacy Policy"  
PO Box 191429  
San Juan PR 00919-1429

