## FIRSTBANK CREDIT CARD AGREEMENT FOR THE <u>BEYOND ULTIMATE VISA® & MASTERCARD</u>® (THE "AGREEMENT")

**How We Will Calculate Your Balance**: We use a method called "average daily balance without compounding (including new purchases)". See your account agreement for more details.

Loss of Introductory APR: We may end your Introductory APR and apply the Penalty APR if you become more than 60 days late paying your bill.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Late Payment: A single violation will not exceed \$25. However, if another violation occurs within a six (6) month billing period, we will charge you up to the maximum fee stated in the Rates and Fees table above. The Late Payment fee will not exceed the related minimum payment that was due. The Returned Check fee will not exceed the related check amount.

\* The Daily Periodic Rate for the Penalty APR is 0.0822%

Review and save the following information of your account. This document, together with the Rates and Fees Table, is an agreement between you, the cardholder, and FirstBank (the "Agreement"). If you have questions, please call us using the number on the back of your card. You also authorize us to obtain and use your credit bureau reports and any other information about you for the purpose of: (1) providing extensions of credit; (2) the administration, review or collection of your bill; and (3) for marketing purposes, including but not limited to pre-approvals offers, cross-selling and in offering of other financial or non-financial products or services.

ACCOUNT: As consideration for the credit granted by FirstBank (the "Bank") under this revolving account, You (the main cardholder under this Agreement) bind yourself to pay to the Bank the total purchases and cash advances (including balance transfers and convenience checks) made on this account, as well as the FINANCE CHARGES and FEES agreed upon pursuant to the terms and conditions of this Agreement. You may use the credit card (the "Card") to purchase merchandise and services in those establishments where the Card is accepted and obtain cash advances from the Bank or any other bank that accepts the Card, subject to the limits established from time to time by the Bank. The Card may not be used in any country that is subject to economic sanctions imposed by the U.S. government, and any attempted use of the Card in such countries will be blocked. The Card may not be used in connection with online gambling or to fund any account that is set up to facilitate online gambling.

TRANSACTIONS: You may obtain credit in the form of purchases, balance transfers and cash advances. For purposes of this Agreement, purchases mean the use of your account number and/or the Card to acquire or lease services and goods and perform a transaction that is not a cash advance ("Purchase(s)"). A balance transfer means the transfer of funds initiated by the Bank at your request to pay any amount due under another credit facility with another creditor ("Balance Transfer"). A cash advance means the use of your credit line for the following: access a check you draw as a signer; get an ATM cash advance; request a financial institution or non-financial institution to obtain cash, money orders, travelers checks, or wire transfers; perform cash-like transactions (quasi cash), such as the purchase of foreign currency, travelers checks or money orders from non-financial institutions, as well as similar cash transactions such as purchasing lottery tickets, casino gaming chips, race track wages, or similar betting transactions; and making payments using a third party service, including mobile apps (e.g. Google pay & Apple Pay) ("Cash Advance").

AUTHORIZED USERS: You will be liable for all transactions made by the persons that you allow the use of convenience checks, account number, or other credit device with the authorization to obtain credit on your account, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes the credit limit to be exceeded. Authorized users may be granted access to information regarding this account if you request it in accordance to Bank requirements. A notice to any authorized user will be considered notice to all users. If for any reason the authorized user stops being an authorized user, the principal cardholder is solely responsible for notifying such an event to the Bank in writing or by phone. Until then, the principal cardholder will continue to be responsible for credit extensions and charges incurred.

CREDIT LIMIT: You agree that the Bank will establish a credit and Cash Advance limit for your convenience. Therefore, the Purchases, Balance Transfers, convenience checks and Cash Advances that you charge to this account shall, at no time, exceed the respective credit limits. The Cash Advance limit shall only be a portion of what is available within your credit limit. The Bank reserves the right to change or modify the credit and Cash Advance limits. Upon receipt of your Card, you will be informed of your credit limit, which will appear on each monthly account statement (the "Account Statement") that the Bank will send to you. You agree that the Bank may, from time to time, change your credit limit, taking into consideration your previous credit experience or payment history. Should you exceed your authorized credit limit, the Bank will have the right to cancel the Card, require its return, or cancel the Card and close the account. Any amount due in excess of your authorized limit shall be payable immediately. Your minimum payment shall include any excess over your authorized credit limit.

APR: The FINANCE CHARGES are computed only on the principal balance. You will pay a monthly FINANCE CHARGE on the balance of your account for the billing period. This FINANCE CHARGE will be variable and can change for each billing period. The FINANCE CHARGE for Purchases, Balance Transfers, Cash Advances and convenience checks will be determined by adding the value of the highest Prime Rate published on the last business date of the prior month in the "Money Rates" section of The Wall Street Journal. This is equivalent to the APR. To determine the daily periodic rate (the "Periodic Rate"), the APR must be divided by 365. The FINANCE CHARGE and the APR applicable to your account will depend on your creditworthiness and the PRIME RATE in effect at the time of approval of your application. For each billing period, the FINANCE CHARGE and the APR will be based on the Prime Rate in effect on the last business date of the prior month. An increase of the Prime Rate could represent an increase in your APR and in your minimum

monthly payment. Any change in your FINANCE CHARGE will apply to the existing balances and to the new transactions incurred during the billing period. The FINANCE CHARGE is determined by multiplying the daily Periodic Rate to the average daily balance (the "Average Daily Balance"), by the number of days in the billing period. The Average Daily Balance is obtained by taking into account the initial balance of each day of the billing period, subtracting payments and credits, and adding the Purchases, except Purchases made in billing periods in which the initial balance is \$0 or said initial balance is paid in full on or before the payment due date. Then, the daily balances within the billing period are added, and said total is divided by the number of days included within the corresponding billing period. The result is the Average Daily Balance. No FINANCE CHARGE will be imposed on Purchases for billing periods in which there is no previous balance, as long as the totality of the account's Purchases balance is paid or credited in full on or before the applicable payment due date, or if the only balance owed corresponds to deferred payments or interest offers. There will be no grace period for Cash Advances, Balance Transfers and convenience checks, unless the Bank states otherwise as part of a promotion. The FINANCE CHARGES imposed on Cash Advances, convenience checks, and Balance Transfers will be assessed from the date when the transaction is done. If The Wall Street Journal stops publishing the prime rate, we will select a similar rate.

MINIMUM MONTHLY PAYMENT: We will calculate the minimum payment based on 2% of the balance or \$15, whichever is greater. In addition, your minimum monthly payment shall include FINANCE CHARGES, periodic Interest Charges, total amount of any overdraft, any past due amounts and late fees billed in the statement for which your minimum payment is calculated.

PAYMENT APPLICATION: If you pay the minimum payment required in the monthly Account Statement, said payment shall be applied first to the FINANCE CHARGES and the remainder will be applied to the balances with the lowest APRs. If you pay an amount in excess of the minimum required payment, the excess will be applied first to the balances with the highest APRs. Payments will be credited the same day if they are: (i) received by 5:00 p.m., Monday through Friday (excluding holidays) at the address posted on the Account Statement, (ii) are paid with a check drawn against the Bank, and (iii) the payment stub is attached. If the payment is made through a branch of the Bank, it will be processed the next business day retroactively to the date it was received. Electronic payments received by the Bank will also be credited the next business date retroactively to the date it was received.

MONTHLY ACCOUNT STATEMENT: The Bank shall deliver to you a monthly Account Statement at the end of each billing period. The following entries will be shown in each Account Statement, as applicable: previous balance, payments, credits, debits, Purchases, Balance Transfers, convenience checks and Cash Advances made within the same period, the FINANCE CHARGE, the ANNUAL PERCENTAGE RATE, the total new balance, the minimum payment and the due date for said payment. You must notify the Bank in writing of any error in the Account Statement within sixty (60) days following the date on which the statement was delivered.

FEES: The currency conversion fees for international transactions will be calculated in US Dollars by either Visa International and/or Mastercard International, depending on your card. Please refer to the "Fees" section on the Rates and Fees table included.

CREDIT LINE AVAILABILITY HOLD: From time to time, the Bank may apply an availability hold to your credit line if your payment is reversed for any reason or multiple payments are received within same statement period. The hold will delay for up to a 4-day period the availability on your credit line for an amount equal to the payment(s) made.

INSTALLMENT PLAN: The installment plan enables you to use your Card for transactions, allowing you to determine the repayment period for that balance (the "Installment Plan"). The amount requested for the Installment Plan will be subject to your credit line availability. The APR, Finance Charges and monthly minimum payment, of your Installment Plan may vary for each billing period. The APR for your Installment Plan is equivalent to your standard APR for Purchases. The minimum monthly payment of your Installment Plan will be included in the minimum monthly payment due of your Card during the term of the Installment Plan. You will be responsible for paying the total minimum monthly payment amount as provided in your account statement. The Finance Charges will be calculated based on the Average Daily Balance. To pay in full your Installment Plan, please contact Customer Service to obtain the total balance due. Installment Plans are not available for accounts under Penalty APR and no grace period applies. If you do not comply with the minimum monthly payments of your Installment Plan, the Late Fee will apply as provided in this Agreement. The unpaid amount of the Installment Plan in the corresponding minimum monthly payment will be transferred to the Balance Transfers section. If Penalty APR applies to your account after your Installment Plan is in place, the balance pertaining to Installment Plan will remain subject to the standard APR for Purchases and the corresponding term of Installment Plan will not change. To request an Installment Plan and receive information regarding repayment terms, you may contact Customer Service at 787-701- 2265 or toll free 1-855-701-2265.

SKIP A PAYMENT: From time to time, if a pre-established criteria is met, you may be eligible to skip making the minimum payment for certain billing periods. If you receive this offer, your Account Statement will show that the required minimum payment for that period is \$0.00, and you will not have to make the minimum payment for that billing period. Note that, if you decide to skip a payment, the account will continue to accrue interests on the unpaid balance during that period. Nonetheless, you can always make a payment for any amount. At the end of the "Skip a Payment" period, the terms of the Agreement regarding the required minimum payment will automatically resume.

DEFAULT: You will be in default under this Agreement if you do not make a payment on time, file for bankruptcy, or exceed your credit limit without the Bank's authorization. In the event of default, the Bank may demand immediate payment of the full balance due. If the

Bank must refer collection of the balance to an attorney, you may also have to pay legal and attorney fees, plus any other fees allowed by law.

ANNUAL FEE: Please refer to the "Annual Fee" section on the Rates and Fees table included in this Agreement. The ANNUAL FEES will be reflected on your Account Statement on each anniversary of the issuance date of the first Card requested, whether or not you used your account.

DENIAL OF CREDIT: The Bank is not responsible if a Purchase or Cash Advance on your account is not approved either by the Bank or by a third party, even if you have sufficient credit available. The Bank may limit the number of Purchases or Cash Advances approved in any day. If the Bank detects unusual or suspicious activity on your account, the Bank may temporarily suspend your credit privileges until the legitimacy of the transaction can be verified. The Bank may approve Purchases or Cash Advances, even if they exceed your credit limit, without waiving any of its rights under this Agreement.

LOST OR STOLEN CARDS: If the Card is lost or stolen, or if you suspect that someone could be using it without your authorization, you must immediately notify the Bank and complete and submit such forms or reports as the Bank requires. In the event of loss, theft or possible unauthorized use of the Card, you may be responsible for the unauthorized use of the Card up to an amount not exceeding \$50.00, unless you have notified the Bank of the loss, theft, or possible unauthorized use of the Card prior to any Purchase or Cash Advance, by calling toll free (855) 701-2265 or collect (787) 751-2265. **Text teletype device (TTY) for the hearing-impaired phone number:** 787-282-4278.

## YOUR BILLING RIGHTS:

Keep this Document for Future Reference

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

What To Do If You Think There Is An Error On Your Statement

## If you believe there is an error on your statement, write to us:

FirstBank PO Box 84025 Columbus, GA 31908-4031

In your letter, give us the following information:

- · Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Suspected Error: If you think there is an error on your statement, describe what you believe is wrong and an explanation of why you believe it is an error.

You may contact the Bank:

- Within 60 days after the date in which the error appeared on your Account Statement.
- At least 3 business days before a scheduled automated payment occurs, if you want to stop payment on the amount you believe is wrong.

You must notify us of any potential errors in writing. You may call the Bank by phone, but, if you do, that doesn't mean that the Bank is required to investigate any potential errors and you would have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

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

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

- · We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. If the Bank determines that a mistake was made, you will not pay the amount in question, or any interest or additional fees related to that amount.
- · While you do not have to pay the amount in question, you are responsible for the remainder of your balance due.
- · We can apply any unpaid amount against your credit limit.

Once we finish the investigation, one of these two things will happen:

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

If you receive our explanation and you still believe your Account Statement has an error, you must write to us within 10 days informing us that you still refuse to make the payment. If you do so, we cannot report your account as delinquent without also reporting that you are questioning the bill. We must tell you the name of any organization to whom we reported you as delinquent, and we must notify those organizations that the claim has been resolved once the matter has been settled between us.

If we do not follow all the rules above, you do not have to pay the first \$50 of the amount in question, even if your account is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you purchased with your Card, and you have made an attempt in good faith to correct the problem with the merchant, you may have the right not to pay the amount due on the Purchase.

To exercise this right, all of the following must be true:

- 1. The Purchase must have been made in the jurisdiction where you reside or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2. The Purchase was made with your credit card. Purchases made with Cash Advances from the ATM or with a check that accesses your credit card account do not qualify.
- 3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

FirstBank PO Box 84025 Columbus, GA 31908-4031

While we investigate, the same rules will apply to the disputed amount, as discussed above. After we finish our investigation, we will inform you our decision. At that point, if we think you owe an amount and you do not pay, we may report your account as delinquent.

AMENDMENTS: You agree that the Bank may change the INTEREST RATE, ANNUAL PERCENTAGE RATE, FINANCE CHARGES, and other terms in this Agreement, as long as the Bank gives you notice of such changes as required by any applicable law and/or regulation. If you do not agree with the amendments notified and desire to terminate the Agreement, you must notify your decision in writing to the Bank within fifteen (15) days from the date on which the amendment notification was mailed and continue to pay the balances owed in accordance with the terms and conditions in effect at the time of the notice of amendment.

CANCELLATION: You may cancel your account at any time by providing notice to the Bank by phone or in writing and returning the Card cut in half. The Card is property of the Bank, who reserves the right to cancel or suspend your right to use it at any time, with or without cause, and without prior notice. The Bank may issue you a different Card at any moment. You will remain responsible for the payment of any balance owed at the time of cancellation.

MISCELLANEOUS PROVISIONS: The failure on the part of the Bank to exercise any right under this Agreement shall not constitute a waiver of said right. If any clause or part of a clause of this Agreement is declared null by a court of law or is left without effect by legal

or regulatory provisions, the rest of the provisions of this Agreement will not be affected and shall continue to be in effect. The Bank reserves the right to convert your account, at its discretion, to any other revolving account of the Bank at any moment, provided you meet the credit criteria established by the Bank for the new account. You have no obligation to accept the new account, nor will you be held responsible for any charges, unless you choose to accept it. Use of the new Card shall constitute acceptance of the new account. The Bank may at any time, without prior notice to you, transfer, sell, assign or convey your account, any amounts due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to which we make any such sale, transfer, assignment or conveyance shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, transferred, assigned or conveyed. You have no obligation to accept this Card, nor will you be held responsible for any charges, unless you choose to accept it. Use of this Card shall constitute its acceptance. If you choose not to accept the Card, you must notify the Bank within fifteen (15) days after receiving it without having used it. To notify that you do not wish to accept the Card, please call toll free (855) 701-2265 or collect (787) 751-2265. **Text teletype device (TTY) for the hearing-impaired phone number:** 787-282- 4278. Life, disability, accidental death and dismemberment, disability or involuntary unemployment insurance coverage is optional and is not a requirement or condition to extend you credit. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Puerto Rico.

DIRECT DISPUTE NOTICE (CREDIT REPORTING DISPUTES): If you believe we have furnished inaccurate or incomplete information about you or an account to a Credit Reporting Agency, write to us at: PO BOX 9146 Mail code 273, San Juan, PR 00908-0146. Please include sufficient information to identify the account or other relationship which is in dispute, including: the account number, name, address, and telephone number, if applicable; a description of the claim including specific and sufficient information of the dispute and an explanation of the reason for your complaint; and all documentation supporting your claim or any other necessary information that may be required by the Bank. This documentation may include: a copy of the relevant part or section of your Credit Report which is the basis for the claim and/or which includes the incorrect information; a complaint from the Puerto Rico Police; an identity theft or fraud affidavit, if this is your claim; evidence of payments made and/or copies of your account statements; among other documents that you wish present to support your claim.

FRAUD ALERTS: If fraud or other suspicious activities or transactions are suspected to be initiated through your Visa or Mastercard debit or credit card, we may send you alerts via text message or e-mail ("fraud alerts"). If you have access to cellular phone text (SMS) messaging through one of the major wireless carriers (Liberty, Claro Puerto Rico, AT&T, Boost Mobile, MetroPCS, Sprint, T-Mobile®, Verizon Wireless, Virgin Mobile USA), we may, as permitted by law, send you free fraud alerts via text messaging from short code 30297 to the cellular phone number or e-mail address you have registered with us. Carriers are not responsible or liable for delayed or undelivered messages. Free fraud alerts received by you from short code 30297 as well as any text reply you may send to these alerts, are Free-to-End-User (FTEU). This means that if you receive or reply to a fraud alert text message, you will not be charged a messaging fee from your carrier. However, data rates may apply depending on your cellular carrier plan. You are responsible for any data rates imposed by your cellular carrier of any kind whatsoever. Fraud alerts are provided as a convenience to you and/or for added security. We make every effort to ensure that this service is provided without interruption, but we reserve the right, in our sole discretion, without any obligation and without any notice requirement, to change, improve or correct fraud alerts and to suspend fraud alerts for scheduled or unscheduled maintenance, upgrades, improvements or corrections. We are not responsible or liable for any failure to send, or any delay in sending, any alerts or for any failure or delay in your receipt of an alert. We cannot and do not guarantee the delivery, accuracy, validity, timeliness or completeness of the contents of any alert. Please remember that you are responsible for frequently reviewing your account activity and you agree that you will not rely exclusively on receiving alerts from us to monitor your Card. Neither FirstBank Puerto Rico, nor any of its affiliates, subsidiaries, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of our alerts, or resulting from the act or omission of any other party involved in providing alerts or from any other cause relating to your access to, inability to access, or use of the alerts, whether or not the circumstances giving rise to such cause may have been within our control or the control of any vendor providing software or services. In no event we or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind, even if we or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure event. Fraud alerts are optional and will be sent automatically unless you instruct us not to send them ("opt out"). You can opt out of our free fraud alert messages by replying STOP to a fraud alert text message or by contacting our FirstLine Solutions Center at 787-725-2511, 1-866-695-2511 (toll-free), or 1-284-495-8899 for BVI customers. If you have questions regarding an alert you received, please reply to the text with the word HELP or contact our FirstLine Solutions Center. We may discontinue any alerts at any time without prior notice to you, subject to applicable law.