



TERMS AND CONDITIONS FOR USE

1. Notice

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS OF USE. BY ACCESSING THIS WEBSITE AND ANY OF ITS PAGES, YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS DESCRIBED HEREINAFTER. IF YOU DISAGREE WITH THE TERMS AND CONDITIONS DESCRIBED BELOW, DO NOT ACCESS THE WEBSITE OR WEB PAGE. NOT ALL PRODUCTS AND SERVICES ARE AVAILABLE IN ALL GEOGRAPHIC AREAS. YOUR ELIGIBILITY FOR A PARTICULAR PRODUCT OR SERVICE IS SUBJECT TO A FINAL DETERMINATION BY COOPERATIVA AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR.

2. Property of the Page; Agreement to the Terms of Use

This is an agreement between you and Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. The terms and conditions of use (the "Terms of Use") contained in this document will govern the use of any website or web page operated by the Cooperativa (the "Site"). The Site is the property of Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. and its licenses. These Terms of Use apply to the website located at www.cooprafaelcarrionjr.com, and all sites connected to Cooperativa de Ahorro y Crédito Rafael Carrión, Jr.

COOPERATIVA DE AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR. OFFERS YOU THE SITE SUBJECT, WITHOUT MODIFICATION, TO THESE TERMS OF USE. THESE TERMS OF USE CONTAIN RELEASES OF GUARANTEES AND HOLD HARMLESS (see Sections 8 and 9) AND A CLAUSE FOR RESOLUTION OF CONFLICT (see Section 15). THESE PROVISIONS CONSTITUTE AN ESSENTIAL FOUNDATION OF OUR RELATIONSHIP.

The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. reserves the right, at its sole discretion, to change, modify, add or remove parts of these Terms of Use, at any time. It is your responsibility to periodically review these Terms of Use to verify changes. Your continuous use of the Site after changes have been made will mean that you accept and is in conformity with the changes. Provided you comply with these Terms of Use, the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. grants you a personal privilege, limited, non-exclusive and non-transferable, to access and use the Site.



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3. Additional Terms

Any website of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. may contain additional terms (for example, codes of conduct or guidelines) that can govern the use of that website of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., including, without limitation, a particular feature or offer (for example, contests). If any disposition contained in these Terms of Use creates a conflict with any term contained in any of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. website, then these Terms of Use prevail.

4. Contents

Every text, graphic, use of interfaces, visual interfaces, photographs, trademarks, logotypes, sounds, music, art and computer codes (collectively, "Contents"), including, but not limited to the design, structure, selection, coordination, expression, look and feel and the organization of said contents, in this Site is the property, controlled or licensed by or for the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., and is protected by the *trade dress* laws, copyrights, patents and trademarks, and several other intellectual property rights and unjust competition laws.

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You may use product and services information of Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. (such as pamphlets, flyers, marketing and similar materials) that Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. may have made available to download from the Site, provided you: (1) do not eliminate any proprietary notice in all copies of said documents, (2) use said information only for your personal use, for non-commercial information purposes and that you do not copy or publish said information in a computer that is part of a network or that you publish it in any other media, (3) do not modify any information, and (4) do not make any additional representation or guarantees related to these documents.



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5. Your Use of the Site

You must not use any “deep-link,” “page-scrape,” “robot,” “spider” or any other automatic device, program, algorithm, methodology or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Site or any Contents, or by any means reproduce the Site browsing or presentation structure or any Contents, or to obtain or try to obtain some materials, documentation or information through any other means not available through the Site. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. reserves the right to prohibit such activity. You must not try to obtain unauthorized access to any portion of the Site, or to any other system or networks connected to the Site or to any Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. server or to any service offered by or through the Site, by means of hacking, code, or any other illegitimate significance. You may not investigate, scan, or probe the vulnerability of the Site or of any other network connected to the Site, or breach the security or authentication measures in the Site or any network connected to the Site. You must not make any “reverse look-up,” trace or search for any information of any other user or visitor to the Site or of any other client of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., including any account of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., that is not his/her property, to his/her source, or to exploit the Site or any service or information available or offered through the Site, in any way whose purpose may be to reveal any information, including, but not limited to, the personal identification or information that is not his own information, as provided by the Site. You agree that you will not take any action that imposes a disproportionate load on infrastructure of the Site or the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. systems or networks or other systems or networks connected to the Site or the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. You agree not to use any device, software, or routine to interfere or try to interfere with the adequate functioning of the Site or any transaction managed on the Site, or with any other Site user. You must not establish headers or in any other way manipulate identifiers to disguise the origin of any message or transmission you send to Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. or through the Site or any other service offered in or through the Site. You cannot pretend to be, or represent, another person, or impersonate another person or entity. You cannot use the Site or any contents for any purpose that is illegal or prohibited by these Terms of Use, or to request carrying out any illegal activity or any other activity that violates the rights of Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. or others.



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The unauthorized use of the Site in connection with the transmission of unsolicited emails, including the transmission of emails in violation of this policy, may result in civil and criminal penalties against the emissary and his/her assistants, including those penalties provided by the Computer Fraud and Abuse Act (18 U.S.C. §§ 1030 et seq.).

6. Accounts, Passwords and Security

Certain Services offered in or through the Site may require that you open an account (including signing up with a username and a password in Cooperativa de Ahorro y Crédito Rafael Carrión, Jr.'s Home Banking). You are completely responsible for maintaining the confidentiality of your account information, including your password, and for all the activities occurring in your account. You agree to immediately notify Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. about any unauthorized use of your account or password, or any other security breach, including phishing suspicions or incidents in your current account. However, you may be liable for losses incurred by Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. or any other Site user or visitor because of somebody else using your Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. username, password, or Home Banking account. You may not use the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. user account, password, or Home Banking account of another person, without the expressed authorization and consent of the holder of that Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. username, password or Home Banking account. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., may not and will not be liable for any loss or damages arising from your negligence in complying with these obligations.

7. Privacy

The Privacy Policy of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. applies to the use of this Site, and its terms are part of these Terms of Use. To view the Privacy Policy of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., [click here](#). Moreover, by using this Site, you acknowledge and agree that the Internet transmissions are never completely private and secure. You understand that any message or information you send to the Site may be read and intercepted by others, even if there is a special notice to the effect that a particular transmission (for example, credit card data) is encrypted.



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8. Hold Harmless

COOPERATIVA DE AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR., DOES NOT GUARANTEE THAT THE SITE OR ANY OF ITS CONTENTS, SERVICE OR FEATURE OF THE SITE WILL BE FREE FROM ERRORS OR INTERRUPTIONS, OR THAT ANY DEFECT WILL BE CORRECTED, OR THAT THE USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENTS ARE OFFERED "AS IS" AND "AS AVAILABLE." ALL INFORMATION PROVIDED IN THE SITE IS SUBJECT TO CHANGES WITHOUT PRIOR NOTICE. THE COOPERATIVA DE AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR. CANNOT ENSURE THAT ANY FILE OR INFORMATION THAT YOU DOWNLOAD FROM THE SITE WILL BE FREE FROM VIRUS OR CONTAMINATION OR DESTRUCTIVE FEATURES. THE COOPERATIVA DE AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR HOLDS ITSELF HARMLESS FROM ANY GUARANTEE, IMPLICIT OR EXPLICIT, INCLUDING ANY ACCURACY GUARANTEE, GUARANTEES OF MARKETABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, HUMAN EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NUISANCE, PREVENTIVE GARNISHMENT AND BREACH. THE COOPERATIVA DE AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR. HOLDS ITSELF HARMLESS FROM EACH AND EVERY ACT, OMISSIONS AND CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY SERVICE OF THE COOPERATIVA DE AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR. YOU ASSUME ALL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY CONNECTION TO THE SITE. YOUR ONLY RECOURSE AGAINST THE COOPERATIVA DE AHORRO Y CRÉDITO RAFAEL CARRIÓN, JR. FOR YOUR DISSATISFACTION WITH THE SITE OR ANY OF ITS CONTENTS IS TO CEASE TO USE THE SITE OR ITS CONTENTS. THIS LIMITATION OF REPARATION IS AN ESSENTIAL PART OF THE COMMERCIAL RELATIONSHIP BETWEEN THE TWO PARTIES. The hold harmless above mentioned applies to any damage, liability or injuries caused by any operation failure, error, omission, interruption, elimination, defect, delay in the operation or transmission, computer virus, failures in communications lines, theft or destruction or non-authorized access to, alteration of, or use, whether by breach of contract or negligence or any other cause of action. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., reserves the right to make any of the following, at any time and without notification: (1) modify, suspend or terminate operations of or Access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policy or term; (3) interrupt operations of the Site and any portion of the Site as necessary for routine and non-routine maintenance work, correction of errors or other changes.



TERMS AND CONDITIONS FOR USE

9. Limits of Liability

Except when prohibited by law, under no circumstance the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. will be liable for any indirect, consequent, exemplary, incidental, or punitive damage, including the loss of benefits, even if the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. has been advised of the possibility of said damage.

10. Practices for Link to Other Web Pages

The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. commits itself to provide you the most complete information possible to help you make responsible financial decisions. For your convenience, the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. will be able to provide you access to information, products or services offered in web pages or web resources that are its property or operated by other companies, which are not affiliated to the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. ("*third-party website*"). We provide this access through hyperlinks that automatically connect you from the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. website to third-party websites. When you transfer from a Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. web page to third-party websites with a link to us, the new page will appear in another window or an alert notice will notify that you are leaving the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. web page.

Although we always strive to provide the most useful and trustful resources, the links to third-party websites are meant for information purposes only. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., cannot support, approve, or guarantee information, products, services or recommendations provided in a third-party website. Since we do not control those third-party websites, we do not always know when there is a change in the information of third-party websites with a link to ours. Therefore, the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. is not liable for the contents or the precision of any third-party website with a link to ours. And the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. will not assume any liability for any loss, or any type of damage resulting from the use of a link in its website and will not be liable for any failure of products or services advertised in those third-party websites. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. offers you links to other web pages "as they are." When you access a third-party web page using a link from the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., website, you will not be protected by the privacy policy or security practices of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., or by other policies.

The funds of this Account are not insured by the Federal Government. Instead, the funds deposited in the Account are insured by COSSEC (Corporation for the Supervision and Insurance of Puerto Rico Credit Unions) up to the amount of \$250,000.



TERMS AND CONDITIONS FOR USE

The compilation of data, the practices of use and protection of third-party websites may differ from the practices of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. website. You should familiarize yourself with the privacy policy and security practices of third-party websites before providing any personal information. Those will be the policies and practices that will apply to the use of third-party websites, NOT the policies and practices of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. In the event you make a transaction in third-party websites with a link to ours, the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. will not represent the members or proprietors of said website.

Some tips to help you determine if you are no longer in the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. website:

- Instead of an Internet address of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., the “URL” of third-party websites with a link to ours appears in the box (or address field) of your browser.
- Third-party websites with a link to ours appear in a new window in your browser. The look of this new website, including the colors and the graphic designs, are significantly different from those of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. website.
- Third-party websites with a link to ours does not appear in a new window of your browser, but you will be able to find one or more of the following:
 - The phrase “*Cooperativa de Ahorro y Crédito Rafael Carrión, Jr.-linked third-party website*” under the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. logotype.
 - The logotype of another different company will appear in the upper right-hand corner or in another location in third-party websites with a link to ours, together with the phrases “*Powered by*”, “*Brought to you by*”, or “*Provided by*”.
 - The layout and contents of the navigation tools in the upper left-hand part of third-party websites with a link to ours or in the heading of the upper part of the new web page are different from those of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr.
 - The first browser link refers to a description of the company that sponsors the third-party website. The heading could be “*About (Third Party’s Name)*”.



TERMS AND CONDITIONS FOR USE

- A declaration of privacy policy and terms of use of third parties are identified, instead of those of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr.
- Information at the bottom of the web page contains information about a different company that is not the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr.

The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. commits itself to provide you first-rate online services. If you find any information in any web page of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. that you understand is incorrect or if you have any concern about a link to third-party website with a link to ours, please contact us by email.

11. Third-party Companies and Products

The mention of third-party products, companies and websites in our Site is meant for information purposes only and does not constitute their endorsement or recommendation. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. does not assume any liability in relation to the selection, performance or use of these products or vendors. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. provides this only as a convenience to our users. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. has not tested any software found on those pages and make no representation whatsoever in relation to the quality, security, or proprietorship of any software there. There are inherent dangers in the use of any software found on Internet, and the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. does not assume any liability in relation to the performance or use of these products. Make certain you understand completely the risks of downloading any Internet software.

12. Information of the Account to Third Parties

By using the service (accounts link) through Home Banking of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., you authorize the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. and its agents to access third-party websites selected by you and in your name, to extract data requested by you, and you designate the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. and its agents as your agent for this limited purpose. Each time you enter your access information, you allow the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., and its agents to process the request and to use the information submitted by you to attain the previous.



TERMS AND CONDITIONS FOR USE

13. Terms of Use and Privacy Declaration of Electronic Banking Services

Additional terms and conditions apply to the Electronic Banking service of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. [Click here](#) to view the terms and conditions that apply to such services and use.

14. Breach of These Terms of Use

The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., may disclose any information about you (including your identity) if we determine that such disclosure is necessary in relation to any investigation or claim related to the use of the Site, or to identify, contact or bring legal action against somebody who could be causing damages or may be interfering with (whether with or without intention) the rights or property of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., or the rights or property of visitors or users of the Site, including Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. customers. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. always reserves the right to disclose any information that the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. understands is necessary to comply with any law, regulation, legal process or government requirement. The Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. may also disclose your information when the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. determines that the applicable law requires or allows such disclosure, including exchange of information with other companies or organizations for fraud protection purposes. You recognize and agree that the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. may retain any transmission or communication made by you with the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. through the Site or other service in or through the Site, and may disclose such data if required by law or if the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. determines that such retention or disclosure is reasonably necessary (1) to comply with legal processes, (2) to enforce these Terms of Use, (3) to respond to claims that said information violates the rights of others, or (4) to protect the personal rights, property, or security of the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr., its employees, users or visitors to the Site, or the general public. You agree that the Cooperativa de Ahorro y Crédito Rafael Carrión, Jr. may, under its sole discretion and without prior notice, terminate your access to the Site if we determine that you have breached these Terms of Use or other agreement or guidelines that could be related to your use of the Site or for any other cause, including (but not limited to) (1) requirements of law or government agencies, (2) your request (to erase your account on your own request), (3) discontinue or modify the Site material or

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any service offered in or through the Site, or (4) unexpected technical problems or situations.

15. Agreement for Resolution of Disputes

The parties agree that any controversy or claim between them or against any agent, employee, successor or assigned person, whether related to your use of these Terms of Use of the site or vice versa, and any claim or dispute related to these Terms of Use or your use of the Site or tasks contemplated under these Terms of Use, including the validation of this arbitration clause (the "Claim"), will be settled by binding arbitration administered by the Corporation for the Supervision and Insurance of Puerto Rico Credit Unions (COSSEC) in conformity with Act 255, and must be settled in the Commonwealth of Puerto Rico. **The arbitration must be from COSSEC excluding any provision of state law that is inconsistent or that produces a different result.** A sole mediator must determine the Claim of the parties and make a final decision in conformity with applicable law. Strict confidentiality must govern any arbitration act, and all information submitted to the mediator by the parties and for the decision or concession granted by the mediator. These terms must not limit any obligation of one party to defend, indemnify or declare innocent another party against juridical acts or other claims, losses, damages, or expenses.

The proceedings specified in this Section must be the exclusive proceedings for the settlement of disputes against the parties that arise from or are related to the use of the Site, provided, however, that one party may request interim relief in a court-of-law to maintain the status quo or to protect assets or property until the arbitration has commenced and the selected mediator has had the opportunity to resolve the request for a temporary relief.

It is required that each party continue to perform the obligations under these Terms of Use while the final settlement is still pending regarding a dispute that arises from or is related to these Terms of Use and your use of the Site, unless performing them is impossible or impractical under the circumstances.



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