



## **INTERBANCA'S TERMS AND CONDITIONS OF USE**

We, on the one hand, Banco Ficohsa Nicaragua S.A., hereinafter referred to as "**THE BANK**"; and on the other hand, the person who appears in the records of "**THE BANK**" as the owner of the products to be registered in this service, after the acceptance of these terms and conditions and who will be called "**THE CLIENT** or **THE USER**", in the capacity with which each one of us acts, we have agreed to enter into this Agreement for the provision of the electronic banking service called "INTERBANCA" in accordance with the following clauses:

**FIRST: PURPOSE OF THE SERVICE:** THE BANK has implemented an online platform so that THE CLIENT can carry out various operations through an Internet page where THE CLIENT can access the products and services of THE BANK. Said online platform is called INTERBANCA. Each type of operation that can be carried out through it is called "SERVICE and/or SERVICES". The SERVICES that THE BANK has available are the following: checking account inquiries, savings accounts, certificates of deposit, loans, credit card. Payments of: Loans, own or third-party credit cards, basic services and others by debiting a checking or savings account that THE CLIENT has at THE BANK. THE CLIENT may directly pay for the services provided by third parties to THE CLIENT as long as THE BANK agrees with the third parties and THE CLIENT's account has a sufficient available balance to carry out the operation. Transfers between Accounts: Transfers of funds between own accounts and third parties, Regional transfers between Ficohsa bank accounts, Transfers to savings or current accounts in other Banks of the Nicaraguan financial system (ACH), International Transfers. Checkbook purchase. Procedures: Credit Card (Holder, Additional, Replacement, Limit Extension), Replacement of Pin (Credit Card) and any other products or services that THE BANK makes available through INTERBANCA. Transfers between Accounts: Transfers of Funds between own accounts and third parties, Regional transfers between Ficohsa bank accounts, Transfers to savings or current accounts in other Banks of the Nicaraguan financial system (ACH), International Transfers. Checkbook purchase. Procedures: Credit Card (Holder, Additional, Replacement, Limit Extension), Replacement of Pin (Credit Card) and any other products or services that THE BANK makes available through INTERBANCA. Transfers between Accounts: Transfers of Funds between own accounts and third parties, Regional transfers between Ficohsa bank accounts, Transfers to savings or current accounts in other Banks of the Nicaraguan financial system (ACH), International Transfers. Checkbook purchase. Procedures: Credit Card (Holder, Additional, Replacement, Limit Extension), Replacement of Pin (Credit Card) and any other products or services that THE BANK makes available through INTERBANCA.

**SECOND: CONDITIONS OF SERVICE PROVISION:** The conditions of service agreed between THE BANK and THE CLIENT are as follows: **1.** THE CLIENT undertakes to use the services in compliance with all the conditions and requirements indicated herein and those established in the future by THE BANK for such purposes. **2.** *In the event that THE BANK were to add new services to the system, it will notify THE CLIENT about the new services to the means that it had registered in the service, be it cell phone or email and by any other electronic means that it deems appropriate or other available. It will be understood that THE CLIENT accepts the provision of the new services, unless otherwise stated in writing within a period of ten (10) days from the moment such services are available.* **3.** *The hours for the provision of services will be established by THE BANK and may be notified to THE USER from time to time.* **4.** The services may also be affected by failures or incapacities of the equipment, both of THE BANK and THE CLIENT or by improper use of the services and equipment or software of THE CLIENT, or by lack of use of the same for more than six (6) months. *In case of interruption of the services for any of these causes when they are generated by THE CLIENT there will be no responsibility of THE BANK.* **5.** THE BANK will deliver THE USER and THE PASSWORD to THE CLIENT to access the INTERBANCA system via electronic mail (E-mail); said email must have been previously provided by THE CLIENT TO THE BANK and must be registered in the banking CORE of THE BANK. THE CLIENT must necessarily change THE PASSWORD on his first login to INTERBANCA. Once you have changed THE PASSWORD, your personalized password must be treated as secret and non-transferable, so you must exercise due care not to compromise it with third parties. Additionally, THE BANK will allow THE CLIENT to configure a secret question and answer that can be used to unlock THE USER or generate a new password due to forgetting the current password. **6.** THE BANK does not request updates of information from THE CLIENT for the purposes of personal information, changes of Users and security passwords, *for which THE CLIENT releases THE BANK from all responsibility in the event that THE CLIENT discloses or provides his personal information, username and password to third parties. THE BANK will have no obligation to indemnify or replace values that have been stolen from THE CLIENT's accounts due to Phishing, Smishing and Social Engineering.* **7.** *In the event that THE CLIENT has any concern or complaint regarding the INTERBANCA product, he may appear before the nearest offices or agencies of THE BANK to file the same within a period of thirty (30) calendar days from the operation or consultation made by THE CLIENT that had been carried out in said system. Otherwise, it will be taken as well done and accepted by THE CLIENT.* **8.** THE BANK, when so established, may limit the use of the systems or any of the services to THE CLIENT in compliance with regulations or resolutions issued by the regulatory entity and/or in legally justified causes; *in the event of disqualification of THE USER due to lack of use of INTERBANCA, THE CLIENT must request THE BANK to create a new user.* **9.** *THE BANK will not be responsible for the accounting records of the payment or payments in the systems of the service provider(s) that being paid by INTERBANCA, failures in the provider's system, nor will it be responsible if because of payments made outside of time by THE CLIENT, fines or penalties are generated.* **10.** *It is expressly established that THE*

*CLIENT must have computers, systems or equipment compatible with the computer systems of THE BANK, since the services may also be affected by failures or incapacities of the equipment, of THE CLIENT or by improper use of the services and equipment or software of THE CLIENT, otherwise THE BANK is released from all responsibility for the lack of access to the system. In the same way, in the event of an Act of God or force majeure, which limits access to INTERBANCA SERVICES, THE BANK is free of all responsibility for the lack of access to the system. 11. When making an international transfer, THE CLIENT understands and accepts that the transaction may involve different banks, subject to their own jurisdiction and internal policies. Therefore, THE CLIENT relieves THE BANK of all responsibility in case of withholding, delays in crediting the amount sent or any other circumstance caused by intermediary banks. THE BANK will only execute the shipping instructions provided by THE CLIENT through this electronic channel and has no impact on the legal regulations and internal policies that regulate the other banks participating in international transfer operations. THE BANK is not responsible for errors in the information provided by you in this transaction.*

**THIRD: PAYMENTS ON BEHALF OF THIRD PARTIES:** THE BANK is not responsible for errors in entering data into the system. The resulting differences must be reconciled between THE CLIENT and the third party that provides the service. The USER to make said payment must enter the value of the payment, the identification number of the service and the account that he wishes to be debited to make the payment. THE BANK will debit that amount from the account selected by THE USER and will credit it to the third party's account or to the payment of the service that THE CLIENT wishes to cancel.

**FOURTH: COST FOR THE USE OF INTERBANCA:** *The INTERBANCA service will be free until THE BANK decides otherwise; in such case the cost will be notified to THE CLIENT to the means that he had registered in the service, be it cell phone or email and by any other electronic means that he deems appropriate or others available. THE BANK will propose a value and if accepted by THE CLIENT the contract will continue in force, in case of not accepting this it will be cause to suspend the contract and disable the service. In the event that the service is charged, THE CLIENT agrees to accept as good and accurate the records that THE BANK has in the INTERBANCA system.*

**FIFTH: COST OF AVAILABLE SERVICES:** Some services have a commission charge that is shown at the time of making the transaction. The approval of the transaction is understood as the client's acceptance of the charge of said commission.

**SIXTH: CONDITIONS TO AUTHORIZE OPERATIONS:** To authorize transactions "THE CLIENT" is obliged to use a second authentication factor. This authentication factor is a single-use code generated through the authentication methods that the Bank has available, these are: PIN, codes by SMS or by mobile application. The code is generated every 40 seconds in the mobile application and by SMS it is generated each time the user requests it with a duration of 2 minutes. The use of these authentication factors does not have a cost for THE CLIENT. THE BANK may modify the procedure described by previously notifying THE CLIENT *to the media that he had registered in the service, be it cell phone or email and by any other electronic means that it deems appropriate or others*

available. THE USER, personal access code and code will replace or act as the autograph signature of THE CLIENT, therefore, it is understood that all information sent using THE USER, access code and code, will be understood as signed, expressly accepted and authorized in legitimately by THE CLIENT with his express consent pure and simple, and the certificate issued by the BANK's automated systems will be sufficient to prove the existence of said operation. In the event that THE CLIENT changes his mobile phone and authorizes his transactions through the use of the mobile application to generate the authorization codes, he must request in person at an Agency of THE BANK the activation of the mobile application. THE CLIENT assumes full responsibility for misuse or inappropriate use of their authorization codes, including use by unauthorized persons. Therefore, it accepts that THE BANK will not have any responsibility for the damages or losses that it suffers as a consequence of the misuse or inappropriate use by the people that it has authorized or by third parties.

**SEVENTH: ACH TRANSFERS:** ACH transfers are free until THE BANK decides otherwise; *in such case, the cost will be notified to THE CLIENT to the media that he had registered in the service, be it cell phone or email and by any other electronic means that he deems appropriate or others available 30 days in advance.* THE BANK is released from all liability, present, past and future, for operations carried out through its ACH (Automated Clearing House) Electronic Clearing House service to make transfers to other Banks. It is the responsibility of THE CLIENT to correctly insert all the Information (number of accounts, loans, forms, etc.) required by the other Institutions of the Financial System, to use said service. For no reason THE BANK will be responsible for errors or omissions made by THE CLIENT in said operations, and from now on THE CLIENT assumes all costs, expenses or losses caused by the use of this service.

**EIGHTH: USE OF APPLICATIONS:** THE BANK, at its sole discretion, provides THE CLIENT with the benefit of using a mobile application for mobile devices, and THE CLIENT must accept, when appropriate, the general conditions of use of the application prior to its use. *THE CLIENT will be solely responsible for the safety of the equipment used in its operations. Said responsibility includes keeping your electronic devices with an updated and functional antivirus program, this to protect your safe users and passwords from any vulnerability caused by computer viruses, keeping your passwords in custody, and everything that involves information security own. THE BANK is not responsible for breaches of security in THE CLIENT's mobile devices caused by third parties or for damages and/or losses that may be caused to THE CLIENT who fails to comply with this obligation, including, but not limited to, damages or losses.*

**NINTH: DISPUTES RESOLUTION AND PLACE TO RECEIVE NOTIFICATIONS:** THE BANK and THE CLIENT declare that they will do everything possible to reach a peaceful or friendly solution to all disputes relating to the application, interpretation, contravention, termination or invalidity of this contract, by means of a written communication with the stamp or signature of receipt of the other part, and indication of the date of receipt of the same, in which the solution of the problem is requested. If THE BANK and THE CLIENT cannot resolve the dispute amicably within fifteen (15) business days from the receipt of

the request for a friendly solution, it will be resolved through the courts in accordance with the laws of the Nicaragua Republic.

**TENTH: ACCEPTANCE OF THE SERVICES:** THE CLIENT accepts the following: 1. That all the operations carried out in INTERBANCA will be registered and operated by THE BANK, according to the services detailed in the First Clause and those that may be offered in the future and will be valid after their corresponding record in accordance with the procedures established by THE BANK. 2. *That all the operations and other uses made through INTERBANCA will be at your own risk and account, accepting the account statements, reports and results that the system itself formulates or archives.* 3. *That under no circumstances THE BANK is responsible for errors or omissions in electronic information provided whose source is not THE BANK, nor for the use made of it.* 4. *That it will be at your own expense and responsibility the use of the electronic information and impressions that you obtain through INTERBANCA. I declare that I have read and understood these Terms and Conditions and I am obliged to comply with them when using INTERBANCA.*