

FIRSTBANK DIGITAL WALLET TERMS AND CONDITIONS

These Digital Wallet Terms and Conditions ('Terms') apply when you add a FirstBank Beyond Credit Card ('Card') to a third party mobile payment system such as, Samsung Pay and/or Google Pay (each a 'Digital Wallet'), for the purpose of purchasing goods and services with a compatible wireless mobile device ('Eligible Mobile Device'), at near field communication ('NFC') and/or Magnetic Secure Transmission ('MST') enabled merchants who accept this method as a form of payment.

The terms 'you', 'yours', 'customer' or 'cardholder' refer to the customer, holder and/or user of the FirstBank Beyond Credit Cards and user of the Digital Wallet service as defined herein. 'We', 'FirstBank' or the 'Bank' refers to FirstBank Puerto Rico. 'Digital Wallet' refers to the application in the mobile device that allows for electronic payments without presentation of physical credit card.

When you add a Card to a Digital Wallet service, you agree to these Terms and any other applicable terms of the Card. Once added, you understand that you may use your Mobile Device to make payments only where the Digital Wallet is accepted. The terms, conditions and restrictions herein apply to you and anyone else you authorize to use your Card. If you do not agree to these Terms do not access the Digital Wallet service. FirstBank reserves the right to change these Terms at any time and without notice as permitted by law, and your continued use of this Digital Wallet constitutes agreement to all such changes.

DESCRIPTION OF DIGITAL WALLET SERVICE

The Digital Wallet service allows you to use your Eligible Mobile Device to access and use your Cards to make purchases in place of presenting or using your physical Card. You can make a payment with your Card by waving your Eligible Mobile Device in front of a payment terminal or similar device, without inserting or swiping your Card in a payment terminal or similar device, and without necessarily having to enter your personal information number ('PIN'). Digital Wallets may be used only at participating merchants, to make payments up to a maximum amount allowed by FirstBank consistent with your credit limit or available balance, the merchant and/or your Digital Wallet Provider

DIGITAL WALLET PROVIDER

FirstBank is not a provider of the Digital Wallet service and we are not responsible for any failure or inability to perform a transaction using the Digital Wallet. FirstBank is only responsible for supplying information securely to the Wallet provider to allow usage of the Beyond Card in the Digital Wallet. Digital Wallet services are provided by third parties (each, a 'Digital Wallet Provider'), and you may only use the Digital Wallet services of a Provider that has been approved by FirstBank. FirstBank may withdraw that approval at its discretion at any time.

You acknowledge that the use of your Digital Wallet is governed by the agreement you enter with your Digital Wallet Provider. Your Digital Wallet Provider is responsible for the availability and functionality of your Digital Wallet. Please contact your Digital Wallet Provider to learn about the applicable terms, any other limitations or restrictions related to your Digital Wallet, information related to Eligible Mobile Devices and for other minimum hardware and software requirements.

You agree that only your mobile service carrier or Digital Wallet provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or Digital Wallet provider directly without involving FirstBank. FirstBank is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of the Digital Wallet or any third party's products or services. If you have questions, disputes, or problems concerning the Card, you should contact us at 1-855-701-BANK (2265) or 1-787-701-BANK (2265)

USE OF THE DIGITAL WALLET

You can add your eligible Card to a Digital Wallet by following the instructions of the Digital Wallet provider. To add your Card to Digital Wallet Service in your mobile device, you must register your Card through your Digital Wallet Provider either by scanning the card or entering the card details manually. You may be required to take additional steps for authentication before your Card is added. This may include providing additional identifying information, a One Time Password (OTP) which will be sent to you by FirstBank via SMS on your registered mobile number with FirstBank or by email. By adding your Card to the Digital Wallet, you will be assigned a unique numerical identifier different from your Card number (Token). This Token will enable you to use the Digital Wallet to make purchases and receive refunds through your Digital Wallet account. The Token will also be known as a 'Device Account Number'.

The only Cards that you can add to a Digital Wallet are those that we indicate are eligible from time to time in our sole discretion. If your Card is not in good standing, then your Card will not be eligible to be added in the Digital Wallet and, if it is already in the Digital Wallet, we may elect not to allow the Card to be added to a Digital Wallet.

FirstBank reserves the right to discontinue offering or supporting the Digital Wallet for any reason. Unauthorized use of the Digital Wallet, including, but not limited to, unauthorized entry into FirstBank's systems, misuse of passwords or misuse of any other information, is strictly prohibited and will result in suspension and/or termination of your use of the Digital Wallet. You may not use the Digital Wallet in any manner that could damage, disable, overburden, or impair the service, FirstBank may block, restrict, suspend or terminate your use of the Digital Wallet at any time without notice and for any reason, including if you violate these Terms or any other agreements with FirstBank, except as otherwise required by applicable law. You agree that FirstBank will not be liable to you or any third party for any suspension, cancellation or termination of your use of the Digital Wallet. You should contact the Digital Wallet provider on how to remove your Card from the Digital Wallet. FirstBank may also block a Card in your Digital Wallet from purchases at any time and for any reason, as requested by you.

In the event that FirstBank issues you a replacement Card because your Card expired or you reported it as lost or stolen, and you wish to continue to use your Digital Wallet, you will have to update your Digital Wallet account with the information from your new Card.

ADDITIONAL TERMS THAT APPLY

You agree that when you add your FirstBank Beyond Card to a Wallet service, your Card and account will remain subject to the terms and conditions of all existing agreements with FirstBank and acknowledge that these Terms only address the provisions that apply between you and FirstBank relating to your use of your Card with your Digital Wallet. You further agree that when you use the Digital Wallet, you will continue to comply with the terms and conditions of all your existing agreements with FirstBank, its affiliates, and/or any of its service providers, your mobile service carrier, and your Digital Wallet provider. These Terms do not amend or supersede any of those agreements, including but not limited to, your Cardmember Agreement with FirstBank.

You acknowledge that certain message and data rates and/or limitations may apply from your wireless service providers and/or wireless carriers which might impact your use of the Digital Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Digital Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your accounts at FirstBank, including account servicing and collection purposes.

FEES

As mentioned above, you acknowledge that certain message and data rates and/or limitations may apply from your Digital Wallet Provider, wireless service providers, wireless carriers and/or any other third party which might impact your use of the Digital Wallet and you agree you are responsible for those service charges or fees. If you no longer wish to pay service charges or fees imposed on you by your Digital Wallet Provider, it is your responsibility to terminate your Digital Wallet services with the applicable provider

FirstBank does not currently charge any additional service charges or fees for the use of your Card through a Digital Wallet. However, all charges, interests and fees associated to your Card shall continue to be in effect pursuant to the applicable credit card agreement.

NOTIFICATIONS

You hereby consent to receive electronic communications and disclosures from FirstBank and/or the Digital Wallet provider in connection with your use of the Digital Wallet. These include but are not limited to account activity and/or marketing messages. If you do not wish to receive notifications, you may turn off these notifications through the device settings on your mobile device or following the procedures established by your Digital Wallet provider. You agree to update your contact information with FirstBank when it changes.

FirstBank may provide notices to you concerning these Terms and your use of the Card in the Digital Wallet through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you.

SUSPENSION/REMOVAL OF A CARD; CHANGES IN TERMS

Except as otherwise required by law, FirstBank reserves the right to discontinue offering or supporting its Cards in the Digital Wallet for any reason and may at its sole discretion change these Terms, and modify or cancel the eligibility to use your Card with a Digital Wallet service at any time.

You cannot change these terms but you can terminate them by removing your Card(s) from the Digital Wallet. FirstBank reserves the right to refuse any transaction in the Digital Wallet service for any reason.

You should contact your Digital Wallet provider for instructions on how to remove your card from the Digital Wallet.

PRIVACY AND SECURITY

Your privacy and security of information is important to FirstBank. By adding a Card to a Digital Wallet service, you agree that we may share your information with the Digital Wallet provider, a payment network, or other third parties as necessary to provide the services and process the transactions you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. You agree that by using the Digital Wallet, you hereby consent to FirstBank sharing information (including information that may personally identify you) with the Digital Wallet provider in order to facilitate Digital Wallet transactions you have initiated.

You further agree that FirstBank may share non-personal information with the Digital Wallet provider to improve the Digital Wallet service. This information helps FirstBank add your card to the Digital Wallet and to maintain the Digital Wallet. FirstBank does not control the privacy and security of your information that may be held by the Digital Wallet provider and that is governed by the privacy policy given to you by the Digital Wallet provider.

You must properly maintain the security of your Eligible Mobile Device by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system

software, security patches, and anti-virus and anti-spyware programs. You must only use the latest version of your Digital Wallet. You must protect and keep confidential your user ID, passwords, and all other credentials required for you to login to your Eligible Mobile Device and to make payments with your Card using your Digital Wallet. If you share these credentials with another person, then any payments made by that person will be deemed to have been authorized by you. You must ensure that only your credentials and fingerprints are registered on your Mobile Device. If the fingerprints or credentials of another person can be used to unlock your Eligible Mobile Device, then any payments made by that person will be deemed to have been authorized by you. You must not use any Digital Wallet on an Eligible Mobile Device that you know or suspect has its security or integrity compromised (e.g. where the device has been 'rooted', 'jailbroken', or had its security mechanisms bypassed). If you do, then any payments made using that Eligible Mobile Device will be deemed to have been authorized by you. If your Eligible Mobile Device is lost, stolen, or if you believe someone else has used or has discovered your Eligible Mobile Device or Digital Wallet login/authorization credentials, or the security of your Card, Eligible Mobile Device, or Digital Wallet has otherwise been compromised, you must immediately notify us at 1-855-701-BANK (2265) or 1-787-701-BANK (2265). If you upgrade, change, sell, give away, or otherwise dispose of your Eligible Mobile Device, or if you temporarily give possession of your Eligible Mobile Device to any other person (for example, for repair purposes), you must delete your Card from your Eligible Mobile Wallet. You must delete your Card from your Digital Wallet if you terminate your Digital Wallet service or on request by FirstBank. You must immediately notify the Bank if you believe there is an error on your account or suspect fraud with your Card.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

FirstBank does not make any warranties, either expressed or implied in regards to the services provided under the Digital Wallet, or that it fits a particular purpose and expressly disclaims any implied warranties, including without limitation, the availability of the Cards or any related information, and does not make any warranties of title, non-infringement or merchantability. FirstBank shall not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via the Digital Wallet. FirstBank cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you through the Digital Wallet for any particular purpose.

Neither FirstBank, nor any of its affiliates, directors, officers or employees, nor any third party vendor, shall be liable or have any responsibility of any kind for any loss or damage that you may incur in the event of any failure or interruption of the Digital Wallet service or the unavailability of any of Card under the service, or resulting in any way from or in connection with any errors, acts or omissions in the technical operation or content of the Digital Wallet, the Digital Wallet and any data or content therein, or any products or services made available through the Digital Wallet, any action taken in connection with an investigation by FirstBank, law enforcement or other authorities regarding your use of the Digital Wallet, or any other cause relating to your access to, inability to access, or use of the Digital Wallet, regardless of whether the circumstances giving rise to such cause may have been within the control of FirstBank or of any vendor providing software or services. In no event will FirstBank or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, punitive, consequential or incidental damages or any other damages of any kind even if FirstBank 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 connectivity problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. FirstBank cannot and does not guarantee continuous, uninterrupted or secure access to the Digital Wallet.

IN NO EVENT WILL FIRSTBANK OR ITS AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY.

BY ACCESSING YOUR CARD THROUGH THE DIGITAL WALLET SERVICE, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD FIRSTBANK AND ITS HOLDING COMPANY AND AFFILIATES HARMLESS FROM AND

AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE DIGITAL WALLET;(D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ELIGIBLE MOBILE DEVICE OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD OR YOUR ELIGIBLE MOBILE DEVICE; (G) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN FIRSTBANK'S DEFENSE OF ANY CLAIM. FIRSTBANK RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF FIRSTBANK

MISCELLANEOUS TERMS

These Terms are governed by the laws of the Commonwealth of Puerto Rico. Any term not included herein that may apply to the use of your Card shall be considered subject to the agreement under which your Card is covered.

In the event a court with jurisdiction determines that any provision of these Terms is void, unenforceable or illegal, the remaining Terms shall continue in full force and effect.

If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the Digital Wallet provider. If your question, dispute, or complaint is about your FirstBank credit card, contact us at 1-855-701-BANK (2265) or 1-787-701-BANK (2265) during regular business hours.