



Terms and Conditions of Use

Welcome to the Website of Evertec. Read these Terms and Conditions of Use carefully before using or obtaining any content, information, products or services through our Website, as they constitute a contract between the parties and govern the rights and obligations of the parties with respect to the use of the Website. Your use of the services through our Website will constitute your acceptance of these Terms and Conditions of Use.

Definitions

“**Agreement**” refers to these Terms and Conditions of Use that apply to the use of the Website by the User.

“**Evertec**” refers to Evertec Group, LLC, owner of the Website, with principal offices in Highway 176 kilometer 1.3, San Juan, Puerto Rico.

“**Website**” is an Internet page operated by Evertec through which Users may obtain information regarding the products and services offered by Evertec, as well as certain online services offered from time to time by Evertec.

“**User**” means every person who establishes a connection for access to and use of the Website.

Changes in the Agreement

Evertec reserves the right to change or discontinue any aspect or feature of the Website, including, but not limited to, content, hours of availability, and equipment needed for access or use, at any time. Evertec reserves the right to change or modify this Agreement, or any part thereof, or to impose new conditions, including, but not limited to, additional or modified fees and charges for use at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Website, or by electronic or conventional mail, or by any other means by which User obtains notice of same. Any use of this Website by User subsequent to such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

User's Conduct

Any conduct by a User that in Evertec's sole opinion restricts or inhibits any other User from using or enjoying the Website is expressly prohibited. User shall use the Website for lawful purposes only. User shall not post or transmit through the Website any material which (1) violates or infringes in any way upon the rights of third parties; (2) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (3) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or (4) contains advertising or any solicitation with respect to products or services, unless Evertec has expressly approved such material in advance of its transmission in writing.

Use is at User's Risk

User expressly agrees that use of the Website is at user's own risk. therefore, user shall be responsible for protecting the confidentiality of User's password(s), if any. Neither evertec, its affiliates, nor any of their respective employees, shareholders, agents, third party content providers or licensors, warrant that the website will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Website, or as to the accuracy, reliability or content of any information, service, or merchandise provided through the Website.

No Warranties of Evertec's Service

The Website is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

Disclaimer of Liability

This disclaimer of liability applies to any damages or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. User specifically acknowledges that evertec is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with User.

Liability Limitation and Indemnification

In no event will evertec, or any person or entity involved in creating, producing or distributing the Website, be liable for any damages, including, without limitation, direct, indirect, incidental, special, and consequential or punitive damages arising out of the use of or inability to use the Website. User hereby understands and accepts that the provisions of this section shall apply to all content on the Website. In addition, neither evertec, nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within the Website, or for any delay or interruption in the transmission thereof to User, or for any claims or losses arising therefrom or occasioned thereby. none of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, moral, punitive or consequential damages. User agrees to defend, indemnify and hold harmless Evertec, its affiliates and their respective directors, officers, shareholders, employees, agents, and assigns from and against all claims and expenses, including attorneys' fees, arising out of User's use of the Website.

Equipment for User's Use

User shall be exclusively responsible for obtaining and maintaining all telephones, computer hardware, and other equipment needed for access to and use of the Website and for any and all charges related thereto.

Downloading Intellectual Property

The Website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, and sound, some of which is owned by Evertec and some of which is owned by third parties. In addition, the entire content of the Website is protected by copyright as a collective work/compilation. Evertec owns copyright of the selection, coordination, arrangement, and enhancement of such content, as well as in the original content itself. User is prohibited from modifying, publishing, transmitting, participating in the transfer or sale, creating derivative works, or in any way exploiting any of the content, whether in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of Evertec (and the copyright owner if other than Evertec). In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User understands and accepts that it does not acquire any ownership rights by downloading copyrighted material.



Intellectual Property Rights

This Website contains material protected by copyrights and trademark rights, and other intellectual property information that may include, but is not limited to, written material, software, photos, videos, graphics, music and sounds, some of which belong to Evertec and others which belong to third parties. Further, all the content of the Website is protected by copyrights as collective work. Evertec owns the copyrights to the selection, coordination, disposition and improvement of the collective work. User shall not upload, post or otherwise make available on the Website any material protected by copyright, trademark, or other proprietary right, without the express written permission of the owner of the copyright, trademark, or other proprietary right. The trademark “Evertec” and other stylized versions are registered trademarks of Evertec; all rights reserved. All other trademarks appearing on the Website are the property of their respective owners.

Website Content

A portion of the Website’s content may be supplied by third parties. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective author(s) or distributor(s) and not of Evertec. Neither Evertec nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. Evertec neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Website by anyone other than employee spokespersons of Evertec while acting in their official capacities.

Entire Agreement

This Agreement, the Privacy Policy of the Website and any operating rules for the Website established by Evertec, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to the use of the Website.

Controlling Law

This Agreement shall be construed in accordance with the laws to the Commonwealth of Puerto Rico, without regard to its conflict of laws rules. Any cause of action of any nature arising out this Agreement shall be brought in the Commonwealth of Puerto Rico.

Weblinking Practices

Evertec is committed to providing you with the most complete information possible. As a convenience to you, Evertec may provide access to information, products or services offered on websites or Internet resources that are owned or operated by other companies, that are not otherwise affiliates of Evertec (a “**third-party website**”). We provide this access through the use of hyperlinks that automatically move you from and out of Evertec websites to a third-party website. When you link from a Evertec website to a third-party website, the linked site will appear in a new browser window or an alert will appear to notify you that you are leaving the Evertec website. While we do our best to provide you with helpful, trustworthy resources, hyperlinks to third-party websites are solely for informational purposes. Evertec cannot endorse, approve or guarantee information, products, services or recommendations provided at a third-party website. Because Evertec does not control third-party websites, we may not always know when information on a linked third-party website changes. Therefore, Evertec is not responsible for the content or accuracy of any third-party website and Evertec will not be responsible for any loss or damage of any sort resulting from the use of a hyperlink on its website nor will it be liable for any failure of products or services advertised or provided on these linked third-party websites. Evertec offers hyperlinks to you on an “as is” basis. When you visit a third-party website by using a hyperlink on an Evertec website, you will no longer be protected by Evertec’s privacy policy or security practices, as well as other policies. The data collection, use and protection practices of the linked third-party website may differ from the practices of Evertec websites. You should familiarize yourself with the privacy policy and security practices of the linked third-party website before providing personal information. Those are the policies and practices that will apply to your use of the linked third-party website, NOT Evertec’s policies and practices. In the event you conduct a transaction on a linked third-party website, Evertec will not represent either members or the owner of the linked or accessed third-party website. Here are some tips to help you tell if you have left an Evertec website:

1. Instead of an Evertec Internet address, the URL of the linked third-party website appears in the location box (or address field) of your web browser.
2. The linked third-party website is shown in a new browser window. The appearance of the linked third-party website, including its colors and graphic design, is significantly different from the Evertec website.
3. The linked third-party website or webpage does not appear in a new browser, but you find one or more of the following:
 - The phrase “Evertec linked third-party website”
 - The logo of a different company in the upper right hand corner or other prominent location on the linked third-party website, along with the words “Powered by,” “Brought to you by” or “Provided by”
 - The layout and content of the navigation tools on the left-hand side of the linked third-party website or in the header at the top of the new webpage are different from Evertec’s navigation
 - The first navigation hyperlink refers to a description of the company that sponsors the third-party website; it may be titled “About (Third Partys Name)”
 - A third party’s privacy policy and terms of use statement are identified instead
 - Information in the footer at the bottom of the webpage contains information about a company other than Evertec