



Terms and Conditions of Use

GENERAL

Welcome to the website of **Evertec Group, LLC** ("Evertec"). Please read these Terms and Conditions of Use carefully before using or obtaining any content, products or services through our website. Your use of the services through our website will constitute your acceptance of these Terms and Conditions.

DEFINITIONS

Capitalized terms used in these Terms and Conditions of Use shall have the meanings ascribed to them below. References to "your" refer to you as a Merchant360 User. References to "we", "us" and "our" refer to Evertec.

1. **"Merchant360"** means the www.merchant360.evertecinc.com website, an Internet portal operated by Evertec through which Users can view their daily transactions, balance reports, make refunds and/or reverse transactions.
2. **"User"** means the merchant who establishes a connection for access to and use of Merchant360. **"Agreement"** means these Terms and Conditions of Use applicable to the User's use of Merchant360.

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USER CONDUCT

The User agrees to use Merchant360 for lawful purposes only. The User shall not publish or transmit through the Merchant360 any material that:

1. violates or infringes in any way the rights of any third party;
2. is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane, or otherwise objectionable, or invasive of privacy or publicity rights;
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 prior to written transmission.

Any conduct by a User that, in Evertec's sole opinion, restricts or inhibits any other User from using or enjoying Merchant360 is expressly prohibited.

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You have the option to use API code ("Application Programming Interface") provided, developed and managed by Evertec. This API code will allow you to obtain and integrate the information presented in Merchant360 into your business's website or application. You can find the API code and API documentation (collectively, the **"Licensed Materials"**) in <https://merchant360.evertecinc.com> under the "Developer" section. Evertec offers API code free of cost. To use the API, you must comply with these Terms and Conditions of Use, including the Licensed Materials, which are part of, and governed by, these Terms and Conditions of Use.

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Restrictions. By using the API, you may not, and you caution third parties acting on your behalf that they may not: (1) sublicense the API for the use of a third party; (2) create an API that functions substantially the same as the API provided; (3) interfere with, or disrupt, the API; (4) reverse engineer or attempt to extract the source code from the API; or (5) use the Licensed Materials to conduct, support, or promote any unlawful activity. Any derivative or invented works by you or your developer based on the Licensed Materials will be the intellectual property of Evertec. If you are assisted by a developer, you will be responsible for the



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Customer Service. For technical support in integrating the API into your business website or applications, you can contact us by sending an email to customercare@evertecinc.com.

EQUIPMENT FOR USER USE

The User shall be solely responsible for obtaining and maintaining all telephones, computers, programs, and other equipment necessary for access to and use of Merchant360, and for any and all charges related thereto.

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GOVERNING LAW

These Terms and Conditions of Use shall be construed in accordance with the laws of the Commonwealth of Puerto Rico, without regard to its conflict of law rules. Any cause of action of any nature arising out of these Terms and Conditions of Use shall be instituted in the Commonwealth of Puerto Rico.

LINKING PRACTICES

Evertec is committed to providing you with the most comprehensive 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, which are not otherwise affiliated with Evertec ("Third-Party Websites"). We provide this access through the use of hyperlinks that will automatically connect you to and from Evertec's websites to a third-party website. When linking from an Evertec website to a third-party website, the linked site will appear in a new window or an alert will appear to notify you that you are leaving Evertec Merchant360.

Although we do our best to provide you with useful and trustworthy resources, hyperlinks to third-party websites are for informational purposes only. Evertec cannot endorse, approve, or guarantee the information, products, services, or recommendations provided on a third-party website. Because Evertec does not control third-party websites, we cannot always know when the 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 liable for any loss or damage of any kind resulting from the use of a hyperlink on its website nor will Evertec be liable for any failure of products or services advertised or available on these linked third-party websites.

Evertec provides the User with hyperlinks "AS IS". 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 applicable policies. The data collection, use and protection practices of the linked third-party website may differ from the practices of Evertec's websites. You should familiarize yourself with the privacy and security policy 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 that the User conducts a transaction on a linked third-party website, the User acknowledges that Evertec does not represent members or the owner of the page or the linked third-party website.

Here are some tips to help you know if you've left Merchant360:

1. Instead of an Evertec Internet address, the URL of the linked third-party website will appear in the location box (or address field) of your web browser.
2. The linked third-party website will be displayed in a new browser window. The appearance of the linked third-party website, including its colors and graphic design, will be significantly different from the Evertec website.
3. The linked third-party website or webpage will not appear in a new browser, but you will see one or more of the following:
 - The phrase "third-party site linked to Evertec" or any similar notice, below the Evertec logo.
 - A different company's logo in the upper right corner or elsewhere prominently on the linked third-party website, along with the words "Powered by," "Submitted by," or "Offered by."
 - The layout and content of the navigation tools on the left side of the linked third-party website or at the top of the new website will be different from those you see when browsing the Evertec site.
 - The first navigation hyperlink refers to a description of the company sponsoring the third-party website. It may be titled "About (Name of Third Parties)".
 - The privacy statement and terms of use of the linked third-party site will be identified rather than Evertec's.
 - Information in the footer at the bottom of the website contains information about a company other than Evertec.