



TERMS AND CONDITION OF USE AGREEMENT

Last Review Date: May 31, 2018

PURPOSE AND CONTENTS

General

This document outlines the Terms of Use Agreement formalized and approved by the Board of Directors of **International Financial Enterprise Bank, Inc.** on **[Pending]**.

Effective Date

All employees of International Financial Enterprise Bank, Inc., referenced throughout this policy as the "Bank" or "IFEB", must comply with the terms of this policy immediately. Managers, employees and technical personnel must modify system configurations and procedures, if necessary, to comply with the terms of this policy within 30 days of the Board of Directors' approval of this document.

Terms and Conditions of Use Agreement

Updated: May 31, 2018

Thank you for your trust in IFEB. We are a values-based company and we strive to live those values every day. Outlined below are terms and conditions related to IFEB and the users of our website and mobile application. You should carefully review this agreement to ensure you understand our contractual relationship, how this relationship aligns with our company values, and demonstrates the things we are doing to ensure the safety and soundness of IFEB.

The following Terms and Conditions of Use apply to this website, mobile application, and the services described herein ("Terms and Conditions").

In these Terms and Conditions, "we", "us", "our" and "IFEB" all refer to International Financial Enterprise Bank, Inc., a Commonwealth of Puerto Rico corporation.

By using the information, tools, software, features and functionality, including content, updates and new releases (together the "Service") whether via www.ifeb.bank (the "Website") or IFEB's mobile application (the "App"), you agree to be bound by these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, please do not use the Service.

IFEB is an international financial entity. We are not a member FDIC bank, thus any deposits held at IFEB are not insured. IFEB does provide FDIC insured deposit accounts through our partner institution, **Great Plains National Bank, N.A.**, a member bank of the Federal Deposit Insurance Corporation.

Main Office

The Hato Rey Center
268 Ponce de Leon Ave.
Suite 1012
San Juan, PR 00918

Compliance

2251 Vantage Street
Suite 400
Dallas, TX 75207

T. 214-739-2424

E. compliance@ifeb.bank

www.ifeb.bank

Accepting Our Terms

You Must Be of Legal Age, Authority and Capacity to Agree

You must be at least eighteen (18) years of age (or older if you reside in a state where the age of majority is above eighteen (18)), and reside in the U.S. You represent and warrant that you are of legal age to form a binding contract and that you have the authority to enter into, and the capacity to be bound by, these Terms and Conditions.

Before you continue, you should print or save a copy of these Terms and Conditions for your records.

To Use the Service, You Must Accept Our Terms

To access the Service, you must read and accept these Terms and Conditions. By using the Service, whether via the Website or the App, you agree to be bound by these Terms and Conditions.

Continued Use of The Service Means You Accept Any Changes to These Terms and Conditions

Information on the Service is believed to be accurate. IFEB reserves the right to modify such information at any time, and you agree that IFEB is not required to provide to you any notice of such modifications. Notwithstanding that notice of modification is not required, you agree that IFEB's posting of such modified information on the Website constitutes notice to you of such modification. The Terms and Conditions will indicate the date they were last revised. Any modification will be effective immediately upon posting and your continued use of the Service will mean that you accept and agree to the Terms and Conditions, as modified.

Account Access Information

You agree and understand that you are responsible for maintaining the confidentiality of the password and PIN that allow you to access the Service. Your Login ID, password and PIN, together with any mobile number or other contact information you provide, form your "Account Access Information."

By providing us with your e-mail address, you agree to receive all required notices electronically pursuant to the E-SIGN Agreement, to that e-mail address, and you further agree that electronic notices to the e-mail address you provide to us shall have the same meaning and effect as if we provided you with paper notices. If you change your e-mail address, it is your responsibility to update the address listed in your IFEB profile and you agree to promptly notify us of any change in your e-mail address by logging onto <https://online.ifeb.bank>, clicking on the "Profile" link, and updating your e-mail address. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on the Website, accessible through any standard, commercially available Internet browser.

If you become aware of any unauthorized use of your Account Access Information, you agree to notify IFEB immediately at 1-833-623-6021 or by e-mail address security@ifeb.bank.

Automatic and Voluntary Alerts and Emails

Automatic Alerts and Voluntary Account-Related Alerts.

Automatic account alerts may be sent to you following certain account related events. Voluntary account alerts may be turned on/off by default as part of the Service. They may be deactivated



or reactivated by you. These alerts allow you to choose alert messages for your accounts. IFEB may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

Electronic alerts will be sent to your e-mail address, mobile phone number or phone upon which the App has been installed. You agree that you control and limit access to the email account and mobile device. If your e-mail address or your mobile device changes, you are responsible for informing us of that change. Changes to your e-mail address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your account number. However, alerts may include your IFEB Login ID and some information about your accounts. Depending upon which alerts you select, information such as an account balance or the date of your next scheduled payment may be included. Anyone with access to your e-mail or mobile device will be able to view the content of these alerts. With the exception of automatic alerts, you may disable future alerts at any time.

Telephone Calls and Messages

By providing IFEB with your telephone number (including your wireless/cellular telephone number), you consent to receiving autodialed and prerecorded message calls and Short Message Service (SMS) or other text or e-mail messages from IFEB at that number. IFEB is not responsible for any charge from your mobile carrier related to SMS or other text messaging. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Profile.

Telephone Call Monitoring and Recording

Authorized employees or agents of IFEB may monitor and record all or portions of your telephone conversations with IFEB for quality control, customer service, employee training, security, and other lawful purposes. You agree that you consent to this call monitoring and recording. Your consent will be ongoing and need not be confirmed prior to, or during such monitoring or recording, except to the extent applicable law expressly requires otherwise.

Copyrights, Trademarks & Intellectual Property

Copyright Notice

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Trademarks Belonging to IFEB

The trademark alone or as a part of any trademark, logo, work or domain name is a trademark of IFEB and/or its affiliates and is used by permission.



Our Intellectual Property Rights

The contents of Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. You may download or print a copy of information provided by/on IFEB Services for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without IFEB's prior written consent.

Severability and Conflicts with other Terms

If any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction for any reason, in whole or in part, then that provision will be severable from these Terms and Conditions and will not affect the validity or enforceability of the remaining provisions.

Conflicts between these Terms and Conditions and the specific terms and conditions of any other agreements relating to your IFEB accounts, products and services, will be controlled by the specific terms and conditions of the other agreements relating to your IFEB accounts, products and services.

You agree that if IFEB does not exercise or enforce any legal right or remedy which is contained in the Terms and Conditions (or which IFEB has the benefit of under any applicable law), this will not be taken to be a formal waiver of IFEB's rights and that those rights or remedies will still be available to IFEB.

All covenants, agreements, representations and warranties made in these Terms and Conditions shall survive your acceptance of these Terms and Conditions and the termination of these Terms and Conditions.

These Terms and Conditions represent the entire understanding and agreement between you and IFEB regarding the subject matter of the same and supersede all other previous agreements.

Use of IFEB Services

IFEB may at any time terminate its legal agreement with you

If IFEB, in its sole discretion, believes that you have breached any provision of these Terms and Conditions (or have acted in a manner that shows that you do not intend to, or are unable to comply with any provision of these Terms and Conditions), IFEB may at any time terminate its legal agreement with you.

IFEB may at any time terminate its legal agreement with you, if IFEB, in its sole discretion, believes that it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful).

Liability and Restricted Access to IFEB

IFEB is not liable for any direct, indirect or consequential loss, damage or inconvenience arising out of your use of this Service. IFEB reserves the right to cancel or restrict your access to the Service without notice to you. IFEB is not responsible for damages suffered by you or any

inconvenience caused directly or indirectly by our termination of your access to this Website or the Service.

To the fullest extent permitted by law, IFEB will not accept or have any liability in the event of unauthorized use of your account, the conduct of fraudulent or illegal activities via your account, any inability to transact or problems related to poor internet access, mobile device or computer failure or other communication issues, or any issues related to the timely execution of a payment, transfer, deposit or similar transaction.

While IFEB endeavors to provide secure, fault-free access to the Service at all times, we provide such Services "as-is" according to our best effort, and in no event will we accept liability for any direct, indirect or punitive damages by omission or otherwise as a result of the use of the Service.

Jurisdiction, Arbitration & Application

Governing Law

These Terms and Conditions and any dispute thereunder will be governed by the applicable laws of the Commonwealth of Puerto Rico, the State of Texas, and/or applicable federal law (including the Federal Arbitration Act) as the same are applied to agreements entered into and to be performed in the Commonwealth of Puerto Rico, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

The Bank Terms and Conditions are Governed by the Commonwealth of Puerto Rico and US Federal Law

Your account is also subject to the Terms and Conditions of the IFEB's charter and bylaws, applicable rules and regulations, and the laws of the Commonwealth of Puerto Rico, the State of Texas, the United States of America and any other regulatory bodies with jurisdiction over IFEB.

You Have the Right to Select Arbitration

In the event of a dispute, you and IFEB may choose to settle claims outside of court through an internationally accepted arbitration procedure as laid out in the International Chamber of Commerce by-laws or referred to either applicable Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"). If a selection by IFEB of one of these organizations is unacceptable to you, you shall have the right, within 30 days after you receive notice of our election, to select the other organization listed to serve as arbitrator administrator. For more information see <http://iccwbo.org>, <http://jamsadr.com> or <http://adr.org>.

Disclaimer of Warranties, Liability and Indemnity

Disclaimer Regarding Use of Mobile Devices

Use of the Service may be available through a compatible mobile device, internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. IFEB MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR

FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

Disclaimer of Warranties

THIS SERVICE IS PROVIDED BY IFEB ON AN "AS IS" AND "AS AVAILABLE" BASIS. IFEB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. IFEB DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF INFORMATION CONTAINED ON THIS WEBSITE OR THAT ACCESS TO THIS WEBSITE OR USE OF THE SERVICE WILL BE UNINTERRUPTED. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, IFEB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Your Indemnification of IFEB

You shall defend, indemnify and hold harmless IFEB and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorneys' fees, in whole or in part arising out of or attributable to any breach of these Terms and Conditions by you.

Links are Not Endorsements

Please note that once you leave this Service, IFEB accepts no responsibility for the content, products, services or privacy policies of any other websites. Links to other companies' websites or references to other companies' products, services or publications do not imply IFEB's endorsement or approval of such websites, products, services or publications.

Amendments or Revisions

We may provide these Terms and Conditions and any amendments or revisions thereto to you in electronic form. You also agree that we may deliver via electronic communication any future notices and information, including but not limited to such future notices and information that may be required by law or by regulation to be provided to you pertaining to the Service ("Notices"). We may deliver future Notices electronically by posting the Notice or a link to the Notice on our Service or by e-mailing the Notice to the e-mail address that you have provided to us. You agree to promptly notify us of any change in your e-mail address by logging onto <https://online.ifeb.bank>, clicking on the "Profile" link, and updating your e-mail address.

You have the right to and may withdraw your consent to receive electronic communication and close your IFEB Account by logging onto <https://online.ifeb.bank>, clicking on the "Profile" link, and following the instructions to close your account.