

BANCO SAN JUAN INTERNACIONAL
TERMS OF USE FOR MIDI APP

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BY ACTIVATING, DOWNLOADING, OR USING THE MIDI APP, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE THE MIDI APP AND DELETE IT FROM YOUR MOBILE DEVICE (AS DEFINED BELOW).

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Please note that your use of the MiDi App, including for example the provision of any depository account services through BSJI, is subject to additional terms and policies for that Product or Third-Party Service. In the event of a conflict between these Terms of Use and the terms of any Product or Third-Party Service, the terms of the Product or Third-Party Service shall control to the extent of its subject matter.

Some functionality of the Products and Third-Party Services will involve the collection and transmission of information that personally identifies you, including information that we obtain directly from the mobile device owned or otherwise controlled by you (“Mobile Device”). BSJI may use automatic means (including, for example, cookies and web beacons) to collect such information. All information we collect on the MiDi App is subject to our Privacy Policy, available at [<https://en.bsji.com/ps/privacy/>]. By using the MiDi App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Please review our Privacy Policy and any privacy notice or disclosure relating to a Product or Third-Party Service you apply for or obtain through the MiDi App

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2. CHANGES

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3. ELIGIBILITY

Any natural person using the MiDi App must be at least 18 years of age. The MiDi App may only be used outside of the Commonwealth of Puerto Rico. Any use of the MiDi App is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit MiDi App's availability at any time and without notice, in whole or in part, to any person, geographic area or jurisdiction that we choose.

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Subject to the terms herein, BSJI grants you a personal, non-exclusive, and non-transferable license to:

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- Use the MiDi App in a way that violates any applicable federal, state, local, or international law or regulation (including without limitation, any laws regarding the export of data or software to and from the United States or other countries).
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- Modify or create works based on the software, parts of the software, or the brand of MiDi.
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the MiDi App or any part thereof, even for academic and/or non-profit purposes.
- Use the MiDi App in any manner that could disable, overburden, damage, or impair the MiDi App or interfere with any other party's use of the MiDi App.
- Use any manual process to monitor or copy any of the material on the MiDi App or for any other unauthorized purpose without our prior written consent.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the MiDi App, the server on which the MiDi App is stored, or any server, computer or database connected to the MiDi App.
- Use the MiDi App in a way that fails to comply with applicable third party terms or otherwise violates these Terms of Use.

7. THIRD PARTY SITES

The MiDi App may contain links to other sites and resources provided by third parties. These links are provided for convenience only. BSJI has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from you or any other person's use of them.

8. THIRD PARTY SERVICES.

We may, from time to time, make Third Party Services available to you through the MiDi App. Nothing in these Terms of Use shall be deemed to be a representation or warranty by us with respect to any Third-Party Services. We have no obligation to monitor Third Party Services, and we may block or disable access to any Third-Party Services (in whole or part) through the MiDi App at any time.

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If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.