Credit Plan Agreement for the Classic Account of Banco Popular North America

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**18.99%**
APR for Balance Transfers	**18.99%**
APR for Cash Advances	**19.99%**
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $0.50.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at **http://www.consumerfinance.gov/learnmore**

Fees	
Annual Fee	**$20**
Transaction Fees	
• **Balance Transfers**	**3%** of the transaction amount (min. $5; max. **$100**)
• **Cash Advances**	**$29**
• **Convenience Checks**	**3%** of the transaction amount (min. $5; max. **$100**)
• **Foreign Transaction**	**3%** of each transaction in U.S. dollars
Penalty Fees	
• **Late Payment**	**$10** when you fail to pay within 10 days from the due date
• **Returned Payment**	Up to **$35**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See your account agreement for more details.
Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Terms and Conditions

▪ Terms and conditions set forth herein are only valid for new accounts. You must be at least 18 years of age and either a United States citizen or permanent U.S. resident. Banco Popular North America ("BPNA" or the "Bank") is the issuer of the account. Banco Popular North America operates as "Popular Community Bank" in each of New York, New Jersey, Florida, California and Illinois. Popular Community Bank is trade name used for Banco Popular North America and is the same FDIC-insured institution.
▪ To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a new account, including your name, address, date of birth, and other information that will allow us to verify your identity.
▪ Banco Popular shall be authorized to verify or check any of the information given, to obtain information from others to investigate your credit, employment and income history and to report information regarding your account to consumer reporting agencies.
▪ Banco Popular shall determine the amount of credit extended, as well as which product you qualify for, based on the Bank's criteria.
▪ To receive a Banco Popular Secured MasterCard®, you must meet our credit qualification criteria. Your credit line will be determined by the amount of your deposit into an interest-bearing savings account (see Security Interest section below for more details) and reflected on your card carrier and billing statement. This savings account will be used as collateral and define your credit limit.
▪ We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.
▪ The terms of the account, including the APRs, are subject to change. Within certain limits imposed by law we may change APRs on fixed rate accounts, or change to a variable rate, after the first year and giving you a required notice. Other fees and charges may also be changed after notice to you.

Security Agreement

To secure payment of your obligations under the Banco Popular MasterCard® Account ("Account"), and pursuant to the Card member Agreement governing your account, you grant to us a security interest in, and exclusive interest, possession and control over, all of your right, title or interest in the savings account as detailed in the application which establishes your credit line ("Savings Account"), or any related successor account, as well as all funds added to the Savings Account. In addition, you authorize us, and any of our affiliates at which the Savings Account is maintained, to restrict withdrawals from the Savings Account until a reasonable time after the Account is terminated and canceled, and your Account has been fully paid. We may withdraw from the Savings Account any amount due on your Account that you fail to pay when due, without sending you any notice or demand for payment. You promise us that you are the sole and rightful owner of all funds deposited into the Savings Account and that there are no current lawsuits or bankruptcy proceedings which may affect our interest in the Savings Account. You agree that you will not transfer your interest in the Savings Account to any other person or entity, or offer the Savings Account as security for any obligation except your Account with us.

(xviii) APPLICABLE LAW
This Agreement will be governed by the laws of Florida (without regard to its conflict of laws principles), whether or not you live in Florida, and whether or not your Account is used outside of Florida, and by any applicable federal laws. You agree that: (1) this Agreement is entered into in Florida; (2) all credit under this Agreement will be extended from Florida; and (3) all credit extended under this Agreement is subject to, and governed by, Florida law. All Terms and Conditions of this Agreement (including the Change of Terms provisions, this Applicable Law provision, and the Interest Charge, Late Charge and Returned Payment Charge provisions) are deemed to be material to a determination of the interest charge.

(xiv) ASSIGNMENT OF ACCOUNT
We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account. In addition, we may refer the Account to a collection agency or attorney who shall be entitled to enforce this Agreement according to its terms, and any of our rights shall apply to those persons.

(xx) CREDIT BUREAU REPORTING AND INFORMATION GATHERING
We will report your credit record to a credit reporting agency (ies). If you believe we have inaccurate information about you or have reported inaccurate information about you to a Consumer Reporting Agency, you can notify us at Banco Popular North America, Cardmember Service Center, P.O Box 31535, Tampa, FL 33631. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen or tape telephone calls between you and our representatives in order to better serve you and other Cardmembers. You agree that we have the right to obtain a current credit report in connection with your Account at any time.

(xxi) SEVERABILITY
If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Your credit card is issued under this agreement by Banco Popular North America.

YOUR BILLING RIGHTS:
Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Account Statement
If you think there is an error on your Account Statement, write to us at:
Banco Popular North America Cardmember Service Center,
P.O. Box 31535, Tampa, FL 33631

In your letter, give us the following information:
- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your Account Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:
- Within 60 days after the error appeared on your Account Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter
When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the Account Statement is correct.

While we investigate whether or not there has been an error:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Account Statement, and we may continue to charge you INTEREST CHARGES on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any INTEREST CHARGES or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable INTEREST CHARGES and fees. We will send you an Account Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your Account Statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your Account Statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your Account Statement is correct.

Your Rights If You Are Dissatisfied With Your Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:
1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50.
(Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:
Banco Popular North America
Cardmember Service Center, P.O. Box 31535, Tampa, FL 33631

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

SECURITY INTEREST AGREEMENT
By requesting an Account, you have agreed to give us a security interest in the interest-bearing statement savings deposit (referred to as the "Savings Deposit") we required you to establish and maintain with Banco Popular North America, (referred to as the "Depository") as a condition of opening your Account. This "Security Interest/Pledge Agreement" section describes our rights under the security interest you have agreed to give us in the Savings Deposit.

1. Amount Deposited-Credit Line
To open and maintain your Account, you deposited funds with the Depository. Your credit line is equal to the amount you deposited plus any additional amount of unsecured credit that we may provide to you. The amount of your credit line is set forth on the document holding your card. If you wish to increase your credit line, it will be subject to credit approval. If approved, you must make an additional deposit up to the amount you qualified for (based on increments established by the Bank) in the form of a check or money order. The maximum credit line offered is $5,000. Your credit line will be increased dollar for dollar. Please consult with your banker for more information. Your credit line will not be increased by interest paid on the Savings Deposit.

2. Our Security Interest
You pledge, assign and transfer all right and interest, and give us a security interest, in and to all funds now or hereafter deposited in this Savings Deposit, including all interest earned on the Savings Deposit. Our security interest in this Savings Deposit extends to any successor to or replacement for the Savings Deposit and to any funds or interest deposited in such successor to or replacement for the Savings Deposit. The Savings Deposit will secure your obligations to us under this Agreement until your Account has been terminated or canceled and all obligations and indebtedness under this Agreement has been satisfied.

3. You May Not Withdraw Funds
You agree that the Depository, on our behalf, may prohibit you from withdrawing funds from the Savings Deposit until your Account has been terminated or canceled and paid in full and all obligations and indebtedness have been satisfied.

4. Our Right to Withdraw Funds
If at any time you are in default of this Agreement, or if your Account is closed for any reason, we may, without sending you any notice or demand for payment, withdraw all or part of the Savings Deposit to satisfy any indebtedness or other obligations (including, but not limited to, interest, administrative costs and fees). If we do withdraw any amount from the Savings Deposit, we may reduce your credit line to an amount equal to the remaining Savings Deposit balance and we may also take any other action described in this Agreement. If we exercise our right to withdraw Funds from your Savings Deposit you are still obligated to pay any outstanding balances remaining on your Account.

5. No one Else May Have an Interest in the Savings Deposit
You promise us that you are the sole legal and rightful owner of all funds you deposit into the Savings Deposit. You also promise us that there is no current pending or threatened lawsuits or bankruptcy or other proceedings which might affect our security interest in or rights to the Savings Deposit. You also agree that you have not and will not transfer any legal right, title or interest in the Savings Deposit to any other person(s), or offer the Savings Deposit as security for any other obligation, except for your obligations under this Agreement, before your Account is terminated or canceled and paid in full.

BANCO POPULAR NORTH AMERICA SAVINGS ACCOUNT DISCLOSURE STATEMENT
Rate Information: The interest rate on your Account will be the bank's published interest rate as of opening date of the savings account. Your interest rate and Annual Percentage Yield may change anytime at the bank's discretion. See personal banking disclosure booklet for details.

Compounding and Crediting of Interest: Interest will be compounded on a monthly basis and will be credited to your Account at the end of every billing month. If your deposit Account is closed and liquidated before interest is credited, you will not receive the accrued interest for that month.

Balance Computation Method: We use average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Savings Deposit Account for each day of the period and dividing that figure by the number of days in the period.

Accrual of Interest: Interest begins to accrue on the business day we receive your deposit.

Transaction Limitations: You may not make withdrawals from your account until the credit card Account secured by your Savings Deposit Account is paid in full and has been closed.

FDIC Insurance: Savings Deposits with Banco Popular North America are insured by the Federal Deposit Insurance Corporation (FDIC).

POPULAR®

Retail Installment Agreement
Revolving Accounts Plan
Secure MasterCard

I004533

Effective June 2011

Please retain this for your records.

(i) ACCOUNT

This is the Agreement that covers your Banco Popular North America MasterCard credit card account (called your "Account") with us. In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card, or acceptance form, as well as their heirs and executors, and the words "we", "us" and "our" refer to Banco Popular North America (the "Bank").

You can use your credit card (Card) to purchase goods and services at participating merchants and to take cash advances as described in this Agreement. You agree not to use your Card for any unlawful purpose. If you use, or allow someone else to use, the Account for any other purpose, you will be responsible for such use and may be required to reimburse us and MasterCard® International Incorporated for all amounts or expenses either Banco Popular North America or MasterCard® pays as a result of such use.

(ii) PROMISE TO PAY

You promise to pay for (a) credit extended by Banco Popular North America, to you or to anyone whom you permit to use this Account; (b) interest charges, late charges, and other administrative charges (e.g., returned check charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

(iii) CASH ADVANCES

The term "cash advance" includes the following transactions: (1) Automated Teller Machine (ATM) transactions; (2) convenience check transactions; (3) money orders, cashiers checks, travelers checks, wire transfers, foreign currency or other in-bank transactions; (4) tax payments; (5) certain permitted gambling transactions; and (6) court costs, bail bonds and fines. Convenience checks are used the same as personal checks and are drawn from your Account and billed on your monthly statement.

(iv) CREDIT LIMIT

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. The amount of your credit limit will be determined by the amount of your deposit into an interest-bearing savings account (see Security Interest Agreement section for more details) and reflected on your card carrier and your billing statement. This savings account will be used as collateral and define your credit limit. The portion of your total credit line that may be used to make a cash advance is established by us and is disclosed on your billing statement. We may change your Cash Advance Credit Limit at any time. You agree not to allow your total unpaid balance, including interest charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfers or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, or if such advances or purchases would, when added to your existing balance, exceed your credit line, but if we do, you agree to pay us that excess amount, plus applicable interest charges immediately.

(v) INTEREST CHARGES

Monthly INTEREST CHARGES will be computed on all balances on this account. This INTEREST CHARGE will be based on fixed Annual Percentage Rates (APR). Different APRs can apply to purchases, cash advances, balance transfers from other institutions, and convenience checks. Your APR's are disclosed in the accompanying cardmailer. The Daily Periodic Rate is calculated separately for purchases and cash advances and is determined by dividing the APR by 365 and rounding up.

The INTEREST CHARGE is calculated separately for purchases and cash advances. The INTEREST CHARGE is determined by multiplying the Average Daily Balance by the Daily Periodic Rate and by the number of days in the billing period. The Average Daily Balance for purchases is obtained by taking into account the initial daily balance on purchases, plus any new purchases, and any unpaid interest charges on purchases, and any other fees and charges that we add that day, minus any payments and credits we apply to the purchase balance that day. Then all the daily balances within the billing period are added and the total is divided by the number of days in the billing period. New purchases are added to the daily balance on posting date, unless we elect to use a later date. Purchases will begin to accrue interest charges on the date of posting. No INTEREST CHARGE will be imposed on a purchase added to your daily balance during the billing cycle covered by the periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full by its payment due date. Also, no additional INTEREST CHARGE will be charged on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement. The payment due date will be 25 days or more, depending upon the payment due date on your account.

The Average Daily Balance for cash advances is obtained by taking into account the initial daily balance on cash advances, plus any new cash advances, and any unpaid interest charges on cash advances, and any other cash advance fees that we add that day, minus any payments and credits we apply to the cash advance balance that day. Then all the daily balances within the billing period are added and the total is divided by the number of days in the billing period. The INTEREST CHARGE on cash advances, balance transfers and convenience checks will be imposed from the date the transaction is conducted. There is no "free ride" period for such transactions.

Please refer to the accompanying cardmailer for other terms which are made a part of this agreement.

(vi) ANNUAL FEE

If applicable, the Annual Fee will be reflected on your first Account Statement after the first Card is issued and subsequently on each anniversary of the issuance of the first Card. A notice will be provided on your Account Statement prior to the renewal date. Please refer to the accompanying cardmailer for specific annual fee information related to your account.

(vii) MINIMUM MONTHLY PAYMENT

We will not impose any late charges if you pay at least the minimum payment reflected on your statement by the specified "Payment Due" date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "New balance"). Send payments to Banco Popular North America, Cardmember Service Center, 11601 Roosevelt Blvd-TA34 St. Petersburg, FL, 33716.

Your payment will be credited as of the day we receive it, subject to any applicable cutoff hour. The new cutoff time for payments received by mail, telephone and other electronic means is 5:00 p.m. Central Time. We offer the convenience of online payments. Please visit www.mypopularcards.com to set up an account and avail of this free online payment service. Payments received by 5:00 pm CST, Monday through Friday, will be processed the same day. Online payments received on Saturday, Sunday or a Bank holiday will be processed the next business day. If the payment is made at a Bank branch during business hours in cash or with a check drawn against the Bank, it will be processed the same day. Credit for any other payments may be delayed five (5) business days during which interest will not accrue. If your payment due date falls on a weekend or legal federal holiday, the payment received will be credited to the account on the next business day and will not be considered late. If your payment is received after the payment cutoff time on the due date or any time thereafter, a late payment fee will be charged to your Account. Please refer to the back of your card mailer for more details regarding the minimum monthly payment and other important terms applicable to your Account.

(viii) APPLICATION OF PAYMENTS

If you pay the required minimum payment of the monthly Account Statement, the payment shall be applied in the following way: first to INTEREST CHARGES and the rest shall be applied first to the debt resulting from purchases and cash advances, with the lowest APR and then to the debt with the higher APR in ascending order. Consequently, the debt with the higher APR will not be reduced, until the debt with the lower APR is paid in full. If you pay an amount in excess of the minimum required payment, the excess shall be applied first to the debt resulting from purchases and cash advances with the highest APR and then to the debt with the lowest APR in descending order.

All payments by mail must be made by check or money order. Payments may not be made by attempting to effect a transfer or by using a convenience check from this Account or from any other Banco Popular North America Credit Card Account. You agree that any payment you make may be, but is not required to be, returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is missing a signature; (2) is drawn with different numeric and written amounts; (3) contains a restrictive endorsement; (4) is post dated; (5) is not payable to Banco Popular North America; (6) is not payable in U.S. dollars; (7) is not paid upon presentment; or (8) results from an attempted transfer or is drawn on a convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments made by mail under this Agreement must be received at the address specified on your billing statement.

Any conditional check, money order or any other instrument tendered as full satisfaction of a disputed debt or as an accord and satisfaction or containing a restrictive endorsement must be sent to us at the Banco Popular North America, Cardmember Service Center, 11601 Roosevelt Blvd-TA34, St. Petersburg, FL, 33716. You must note conspicuously on the face of the payment that it is tendered for this purpose. If you make a payment in any other manner and we accept it, we will not have waived our rights to collect any amounts owed under this agreement. Even though your payment may be posted to your Account, we may not restore your available credit or cash advance available credit immediately.

(ix) MONTHLY ACCOUNT STATEMENT

The Bank shall mail to you a monthly Account Statement at the end of each billing period in which you have a balance in excess of $1. You must notify the Bank, in writing, of any error in the Account Statement, within sixty (60) days, following the date on which the statement was mailed.

(x) FEES

Please refer to your Card Mailer backer for more details on the applicable charges to your account.

a. Penalty fee: A late fee will be added to the standard purchase balance for each billing period you fail to pay by its due date the Minimum payment Due. Returned Payment fees may also be charged.

b. Currency conversion fee: If you make a transaction in a foreign currency, other than a cash advance made at a branch or ATM of one our affiliates, MasterCard will convert the charge into a U.S. dollar amount. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing date. Such rate is either a wholesale market rate or the government-mandated rate. Please refer to your Card Mailer backer for more details on the applicable charges to your account.

If you make a cash advance in a foreign currency at a branch or ATM of one our affiliates, the amount is converted into U.S. dollars by our affiliate in accordance with its foreign currency conversion procedures then in effect. Our affiliate currently uses a conversion rate in effect on its applicable processing date. Such rate is either a mid-point market rate or the government-mandated rate.

The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the Sale or Post date on your billing statement for that transaction.

If a transaction is converted by a third party prior to such transaction being processed by MasterCard, the foreign currency conversion rate for that transaction will be the rate selected by that third party.

c. Administrative charges: We may charge you a fee to take advantage of certain optional administrative services we provide our Cardmembers such as Copy of Statements, Additional Credit Cards or Express Delivery Services. Each time an administrative service is offered to you, any fee for the service will be reflected on your statement. You agree to pay the fee disclosed each time you opt to take advantage of an administrative service. These services are optional and are not required to be used by you.

(xi) DEFAULT AND TERMINATION OF CREDIT PRIVILEGES

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified on your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) you or your property becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the Terms and Conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue interest charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue interest charges until paid in full and subject to all Terms and Conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the Terms of your Account and this Agreement, may require you to pay your entire Account balance including all accrued but unpaid charges immediately as permitted by law and to sue you for what you owe. You will pay our court, reasonable attorney's fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments. We may continue to impose interest charges after default (including charge-off).

(xii) CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card. We can cancel your Account, refuse to allow further transactions, or revoke your card at any time.

(xiii) CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

(xiv) LIABILITY FOR UNAUTHORIZED USE

Retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1-800-963-8738 or writing us at Banco Popular North America, Cardmember Service Center, P.O. Box 31535, Tampa, FL 33631.

In any case, your liability for unauthorized use of your credit card will not exceed $50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use your Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

(xv) LOST OR STOLEN CARDS AND/OR CONVENIENCE CHECKS

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1-800-963-8738.

(xvi) AMENDMENTS

Subject to applicable law, we may change or terminate any term of this agreement or add new terms at any time, without limitation, including adding or increasing fees, increasing your monthly minimum payment and increasing the rate or amount of interest charges, or changing the method of computing the balance upon which interest charges are assessed. Prior written notice will be provided to you when required by applicable law. Changes may apply to new transactions.

(xvii) CANCELLATION

You can cancel or close your Account by calling us at 1-800-963-8738 or by writing to us at Banco Popular North America, Cardmember Service Center, P.O. Box 31535, Tampa, FL 33631. Your notice becomes effective within five days after we receive it. Outstanding balances will continue to accrue interest and other charges and be subject to this Agreement. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is canceled.