



Terms and Conditions of Use

GENERAL

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DEFINITIONS

"**Website**" refers to www.dashboard.evertecinc.com, a web based portal operated by Evertec through which Users may view their daily transactions, settlement reports, void transactions and perform refunds.

"**User**" means every merchant who establishes a connection for access to and use of the Website.

"**Agreement**" refers to these terms and conditions that apply to use of the Website by User.

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User shall use the Website for lawful purposes only. User shall not post or transmit through the Website any material which:

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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.

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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 UTILIZATION

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ENTIRE AGREEMENT

This Agreement, 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 of 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 ("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 an 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" beneath the Evertec logo.
 - 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 Party's Name)".
 - A third party's privacy policy and terms of use statement are identified instead of Evertec's.
 - Information in the footer at the bottom of the webpage contains information about a company other than Evertec.

Evertec is committed to providing you with quality online services. If you find any information on any Evertec website that you believe to be inaccurate or have concerns about a hyperlink to a third-party website, please e-mail us.