



# Areti Bank International Inc.

## TERMS OF USE

### Welcome to Areti Bank!

Before you get started, we ask you to take a few minutes and read the important Terms of Use Agreement below.

#### General Terms

This Terms of Use Agreement ("**Agreement**") governs the terms by which you may use the banking and other financial services that Areti Bank International Inc., its subsidiaries and/or affiliates (together with its subsidiaries and affiliated companies – "**Areti**", "**we**", "**our**", or "**us**") makes available to you on our website located at <https://aretibank.com> (the "**Site**") or on our mobile application (the "**App**") including those that integrate with third-party Services Providers (collectively, our "**Services Providers**"), in order to provide online banking and mobile banking services (collectively, the Areti, "**Services**").

By accessing or using the Services, or, you signify that you have read, understood, and agree to be bound by these Terms of Service (these "**Terms**") and to the collection and use of your information as set forth in the Atmos Privacy Policy which is hereby incorporated by reference.

By accessing or using our **Services**, or otherwise manifesting your assent to these **Terms of Use** by clicking a button or checking a box marked "I Agree" or similar, you signify that you have read, understood and agree to this Agreement and our collection, storage, use and disclosure of your personal information as described in Areti's [Privacy Policy](#). Additionally, by submitting your application to obtain an account with us ("**Account**"), you signify that you have read, understood, and agree to be bound by, the Deposit Account Agreements of the banking service provider for your account. You also agree to receive all notices and other communications from us electronically. Areti reserves the right to make unilateral modifications to these terms and will provide notice of these changes by posting an updated version to our [legal page](#).

These Terms of Use apply to all visitors, users, and others who register for or otherwise access the Services ("**Users**"). "**Company**" or "**You**" means the legal entity that is applying for or that has opened an Account to use the Services and the individual applying for the Account. If you are the individual applying for the Account, you represent and warrant that you are an authorized representative of Company with the authority to bind Company to this Agreement ("**Administrator**"), and that you agree to this Agreement on Company's behalf.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

#### Accepting the Terms

By using the information, tools, features, software and functionality including content, updates and new releases provided by Areti, you agree to be bound by this Agreement, whether you are a "**Visitor**" (which means that you simply browse the Areti website) or a "**Customer**" (which means that you own an Areti Bank Account). The term "**you**", "**You**", or "**User**" refers to a Visitor or Customer. If you wish to become a Customer, communicate with other Customers or make use of the Services, you must read this Agreement and indicate your acceptance during the registration process. **Being bound by this Agreement, you accept and acknowledge by the terms of this Agreement, including, but not limited to, the following:**



1. All banking and transaction related services are provided by Areti as well as its Services Providers and third parties, unless otherwise specified. By using our **Services**, you grant us the right, power, and authority to act on your behalf to access and transmit your personal and financial information to and from our Services Providers for the purposes of, amongst other things, verifying your identity or executing your instructions.
2. You may not use the Areti Services if you do not meet our eligibility requirements, which we may change from time to time at our sole discretion. You represent that you have the capacity to be bound by this Agreement and, if you are acting on behalf of a company or entity, that you are duly authorized to bind such entity. Access to banking and related financial services provided in connection with the Areti Services may be subject to the additional eligibility requirements of our Financial Services Providers. Applicants should carefully read the terms and conditions of any of Areti's Services Providers for additional information on the eligibility requirements for the use of their services.
3. CHILDREN. You may not accept this Agreement or access the Services if you are not at least 18 years of age and, in any event, of a legal age to form a binding contract with Areti.
4. Access to your Account and the services offered under this Agreement is limited to your use of **Services** engaged through the Platform Website and/or the Mobile App unless we notify you otherwise. Before you continue, you should print or save a local copy of this Agreement for your records.

YOU UNDERSTAND THAT BY BECOMING A CUSTOMER OF THE SERVICES, YOU AUTHORIZE ARETI TO ACCEPT ALL INSTRUCTIONS PROVIDED TO ARETI ON YOUR BEHALF.

#### **Privacy And Your Personal Information.**

1. You can view the Areti's Privacy Policy and Privacy Notice on the Sites for the Services. You agree to the applicable Privacy, and any changes published by Areti. You agree that Areti may use and maintain your data according to the Privacy Policy, as part of the Services. You give Areti permission to combine information you enter or upload for the Services with that of other users of the Services and/or other Areti services. For example, this means that Areti may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions. Areti may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.
2. Information we collect from you for any reason is governed and protected by our Privacy Policy. You can view the Privacy Policy on our website. By accepting this Agreement, you agree to be bound by our Privacy Policy, and any changes to it subsequently published by Areti by Electronic Means. You agree that Areti may use and maintain your data according to the Privacy Policy, as part of the Services and in conjunction with the provision of the Services. All management of Personal Information shall be governed by the Areti Privacy Policy unless otherwise agreed upon between a Customer and Areti.
3. When you apply to become a Customer, you will be asked to provide us certain personal information sufficient for us to establish your legal identity depending on the Services you have requested. Such personal information may include, but is not limited to, your name, contact information, date of birth and, if applicable, a government-issued form of identification or another form of photographic identification acceptable to us.
4. If you are applying on behalf of a business as its owner, officer or authorized agent, we may ask for certain information about the business in addition to personally identifying information about you and the business' beneficial owners and/or officers, including, but, not limited to, the registered business name and state of incorporation, the business address, ownership structure, and the nature of the business. We may also request documents to help us verify to our satisfaction the veracity of the information you provide us, including, but not limited to, a corporate registration certificate, proof of address, resolution of incumbency,



and any other documentary evidence that can be used to verify the existence of the business and your capacity to act on its behalf.

5. We may share this information with third-party service providers for the purpose of confirming the veracity of your identity and credit history. Please refer to Section 8, below, for additional information on the steps we may take to verify your identity based on the information you provide us in connection with opening an account.
6. You give Areti permission to aggregate information you enter or upload to the Services with that of other Users of the Services and/or other Areti services. For example, this means that Areti may use your and other Users' non-identifiable, aggregated data to improve the Services or to design promotions. Areti may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

### **Notice and Consent to Communications by Electronic Means**

1. All communications with Areti via the Areti Services (including the Website and mobile application) shall be governed by the Areti **Electronic Communications and E-Signature Agreement**.
2. To the fullest extent permitted by the law and the terms of this Agreement, Areti will provide all notices and communications from us regarding this Agreement or the Services to you by "Electronic Means," meaning by displaying links to notices generally on the Site or by sending them with your consent to the e-mail address that you have provided to us.
3. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the body of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser.
4. Areti reserves the right to make unilateral modifications to our policy to communicate with you via Electronic Means only. In case we do so, we will provide notice of these changes by Electronic Means. You may download or print a paper copy of any communication transmitted by Electronic Means and retain it for your records. All communications sent via Electronic Means will be considered to be "in writing," and will be deemed received by you no later than twenty-four (24) hours after posting or dissemination, whether or not you have received or retrieved the communication.
5. By providing us with your e-mail address in connection with accessing the Services, you represent that you have the ability to receive communications by Electronic Means, and you consent to receive all required notices from us electronically in accordance with this Section.
6. You may withdraw your consent to receive communications electronically at any time. To withdraw your consent after submitting your application and accepting the terms of this Agreement, please send us an e-mail at [support@aretibank.com](mailto:support@aretibank.com), with the Subject Line "E\_SIGN Consent Revocation." Please note, as a consequence of withdrawing your consent to receive communications electronically, Areti may terminate your right to access the Services under this Agreement. You acknowledge that your ability to access the Services may be terminated as a result of your revocation of consent under this Section, and you accept sole liability for any consequences resulting from such termination of Services to the fullest extent permitted by law.

### **Description of Services**

Provided you have agreed to comply with and are bound by this Agreement, you may access and use the portions of the Areti Online Financial Services "**Services**" that Areti has made accessible to you, subject to and in compliance with this Agreement and all applicable local, state, and national laws, rules and regulations. Your right to access



and use the Areti Services is non-exclusive, non-transferable, non-sublicensable, and fully revocable. Use of any Areti Services that are subject to special registration, restricted access or payment are further subject to other terms and conditions specified by Areti for the use of such other Areti Services. Additional terms and conditions may be applicable to your use of services provided by our Services Providers.

The term Online Financial Service includes:

- Each product or service you may access or enroll in through Areti's Website, including the Mobile Banking Service. Not every product or service made available through the Online Financial Service may be available through the Mobile Banking Service.
- Actions you take, and instructions you give us, through the Website about opening or maintaining Areti Bank Accounts. The term Online Financial Service does not include an Areti Bank Account.

Under the terms and conditions of this Agreement, you may use the Service to:

- i) Open and Areti Bank Account
- ii) Access your Areti Bank Accounts;
- iii) Obtain Online Financial Services; and
- iv) Perform authorized transactions through the Website. For your Areti Bank Accounts, transactions available to you may include obtaining balance information, transaction history and other information.

For some Areti Bank Accounts, the balances and transaction history may only show activity as of the close of the previous Business Day.

#### [Other Agreements with Us.](#)

In addition to this Agreement, you may have a separate agreement with us or separate terms and conditions may apply for each of your Areti Bank Accounts and Online Financial Services. Those agreements and terms and conditions will continue to apply to each of those accounts or services.

#### [Conflicts between Agreements](#)

If this Agreement conflicts with or is inconsistent with another agreement with us or separate terms and conditions, then the other agreement or separate terms and conditions will control and take precedence, unless this Agreement specifically states otherwise. The other agreement or separate terms and conditions will only control with respect to the Areti Bank Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. There are two exceptions to the general rule described above: If another agreement you have with us or separate terms and conditions includes terms that address the Online Access Process, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement or separate terms and conditions that address the Online Access Process.

#### [Reports, Information and Materials.](#)

Areti may, in connection with the Services, provide reports, information and other content to you, including without limitation general informational communications or postings, reports, analyses, summaries and/or evaluations of your Account Information as well as any Areti logos, marks, names or designs (collectively, "Content"). Content made available through the Areti Services is protected by applicable intellectual property rights and is the property of Areti, its third-party licensors and partners (as applicable), and other entities that provide such Content to Areti. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the Content except as it is provided to you through the Areti Services hereunder. You will not, and have no rights to, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Content. Areti and its licensors make no representations or warranties regarding the accuracy or completeness of the Content.



## Warranties & Disclaimers

1. ALL ARETI CONTENT AND SERVICES (INCLUDING THOSE OF THIRD PARTIES) ARE PROVIDED FOR YOUR CONVENIENCE ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH REGARD TO THE SITE, THE SERVICES, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON- INFRINGEMENT. THERE IS NO WARRANTY THAT THE SITE OR THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. ARETI AND ITS SERVICE PROVIDERS DO NOT WARRANT, GUARANTEE, SUPPORT, VERIFY OR OTHERWISE HAVE ANY RESPONSIBILITY FOR THE COMPLETENESS, TRUTHFULNESS, ACCURACY, DESIRABILITY, PROFITABILITY OR RELIABILITY OF ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY REPORTS, ANALYSES, SUMMARIES AND/OR EVALUATIONS OF YOUR ACCOUNT INFORMATION. ALL USE OF AND RELIANCE UPON ANY SUCH INFORMATION (OR ANY CONTENT) BY YOU SHALL BE SOLELY YOUR RESPONSIBILITY AND AT YOUR SOLE RISK.
2. The Site and its content are subject to change at any moment. Accordingly, due to the content of the Site being dynamic in nature, while Areti cannot guarantee that the content accessed through the Site is the most current when accessed by you, reasonable steps are taken by Areti to update the site and its contents.

## Your Registration Information

1. In order to allow you to use the Services, you will need to sign up for an account with Areti. We will ask for the for the purposes of verifying your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address, your social security number and/or requiring you to take steps to confirm ownership of your e-mail address or financial instruments, or verifying information you provide against third party databases or through other sources. If you do not provide this information or Areti cannot verify your identity, we can refuse to allow you to use the Services.
2. You agree and understand that you are responsible for maintaining the confidentiality of your password, which, together with your Login ID e-mail address, allows you to access the Sites. That Login ID and password, together with any mobile number or other information you provide form your "Registration Information." If any material information you provide to Areti in connection with the Services changes or is updated, you agree to promptly notify Areti about such changes and provide updated information. You agree not to (a) use the account, username, or password of another user, or (b) disclose your password to, or share your account with, any third party or allow or authorize any person to use your account or Login ID with Areti.
3. You agree and understand that you are responsible for maintaining the confidentiality of your password, which, together with your Login ID e-mail address, allows you to access the Sites. That Login ID and password, together with any mobile number or other information you provide form your "Registration Information." If any material information you provide to Areti in connection with the Services changes or is updated, you agree to promptly notify Areti about such changes and provide updated information. You agree not to (a) use the account, username, or password of another user, or (b) disclose your password to, or share your account with, any third party or allow or authorize any person to use your account or Login ID with Areti.
4. If you become aware of any unauthorized use of your Registration or Account Information for the Services, you agree to notify Areti immediately at the e-mail address [support@Areti.com](mailto:support@Areti.com) with the Subject Line: Unauthorized Use. If you are supplying personally identifiable information, please communicate that information only through the Areti e-mail address above.



## Your Use of the Services

1. You are only entitled to access and use the Sites and Services for lawful purposes. Accurate records enable Areti to provide the Services to you. You must provide true, accurate, current and complete information about your accounts maintained at other web sites, as requested in our “add account” setup forms, and you may not misrepresent your Registration and Account Information. In order for the Services to function effectively, you must also keep your Registration and Account Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Services will be affected. You represent that you are a legal owner of, and that you are authorized to provide us with, all Registration and Account Information and other information necessary to facilitate your use of the Services. We may limit or suspend your access to our services or take other actions against you if the information you provide us is incorrect.
2. You may not use the Services in any manner that may impair, overburden, damage, disable or otherwise compromise (i) the Services; (ii) any other party’s use and enjoyment of the Services; or (iii) the services and products of any third parties including, without limitation, any device through which you access the Areti Sites (the “Authorized Device”). You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Areti Sites, including, without limitation, any usage rules set forth in an online application store term of service. We may limit or suspend your access our services or take other actions against you if you breach these terms of service.
3. Your access and use of Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Areti, in its sole discretion, may elect to take. In no event will Areti be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.
4. Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, shall be for Areti to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

## Intellectual Property Rights

1. The Areti name, logos, service marks, and trademarks of Areti, (collectively “Marks”) and may not be copied, imitated or used, in whole or in part, without the prior written permission of Areti. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Areti, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Areti.
2. You hereby acknowledge that Areti owns all rights, title and interest in and to the Areti Applications, Sites, Services, and to any and all proprietary and confidential information contained therein (“Areti Information”). The Areti Applications and Areti Information are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. Any unauthorized use of the Services, Site or their contents may violate such laws. You agree that you will not (and will not allow any third party to) (i) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, reverse compile or disassemble the Areti Services or otherwise attempt to derive source code from the Areti Applications; (ii) copy, distribute, transfer, sell or license the Areti Applications; (iii) transfer the Areti Services to, or use the Areti Services on, a device other than an Authorized Device; (iv) take any action to circumvent, compromise or defeat any security measures implemented in the Areti Services; (v) use the Areti Applications to access, copy, transfer, retransmit or transcode Content (as defined below) or any other content in violation of any law or third party rights; (vi) remove, obscure, or alter Areti’s (or any third



party's) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Areti Applications.

3. *Third-Party Intellectual Property.* Areti may work with Third-Parties in order to provide Customers with the most effective and comprehensive financial services tools. All product names, logos, and brands are property of their respective owners. All company, product and service names used in this website are for identification purposes only. Use of these names, logos, and brands does not imply endorsement.
  1. "Plaid" are registered trademarks of PLAID, INC.
  2. "Facebook", are all registered trademarks of Facebook, Inc.
  3. "LinkedIn", are all registered trademarks of LinkedIn Corporation
  4. Instagram, are all registered trademarks of Instagram, LLC
  5. "Twitter", are all registered trademarks of Twitter, LLC

#### Disclaimer of Representations and Warranties.

The information and materials contained in Areti Applications, including text, graphics, links or other items are provided "as is", "as available". Areti does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer viruses or other harmful computer code, files or programs, is given in conjunction with the information and materials.

#### Limitation of Liability

1. ARETI SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (i) YOUR ACCESS TO, USE OF OR INABILITY TO USE THE SITES, YOUR USE OF THE SERVICES, THE SITES OR THIS AGREEMENT, EVEN IF ARETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (ii) ANY TRANSACTION OR INFORMATION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (iii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICES AND/OR THE CONTENT, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (v) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF ARETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM THAT RESULTS FROM SUCH USE. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.
2. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, ARETI'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

#### Indemnification.

By accepting these Terms and Conditions, you agree to indemnify, defend, and otherwise hold harmless Areti, each of its affiliates and each of their respective officers, directors, employees, agents, partners and representatives from any and all losses and damages (whether direct, indirect, incidental, special, consequential, punitive or exemplary) and costs and expenses (including reasonable attorneys' fees and expenses) arising or resulting from or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.



#### Termination.

This Agreement will continue to apply until terminated by either you or Areti as set out below. If you want to terminate your legal agreement with Areti, you may do so as follows: to close your account for the Areti Service, please send us an e-mail at [support@aretibank.com](mailto:support@aretibank.com), with the Subject Line "Account Closure".

Areti, may at any time, terminate its legal agreement with you and your access to the Services:

- If you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- If Areti in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful);
- For any reason and at any time with or without notice to you; or
- Immediately upon notice, to the e-mail address provided by you as part of your Registration Information.

You acknowledge and agree that Areti may immediately deactivate or delete your account and all related information and files in your account and/or prohibit any further access to all files and the Services by you. Further, you agree that Areti shall not be liable to you or any third party for any termination of your access to the Services.

#### Modifications.

1. This Agreement applies to all Areti Sites and Services, both now and in the future. Areti reserves the right in its sole discretion, at any time to modify, augment, limit, suspend, discontinue or terminate any or all Areti Services without advance notice. Any new content, including new features that augment or enhance the current content such as the release of new products and services, are governed by the most current version of this Agreement posted on the Site. If you are a user of the Areti Services you will be notified. Your use of the Site will be subject to the most current version of the Agreement posted on the Site at the time of each use, and your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. You agree that Areti shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services. You should periodically visit the Terms of Use page of the Site to review the then current Terms of Use to which you agree to be bound.
2. Areti may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by Electronic Means (i.e., via e-mail or by posting the information on the Sites). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

#### Miscellaneous Provisions

1. Security. You are responsible for maintaining the confidentiality of your information, and for restricting access to your computer. Areti shall not be responsible for the misuse of your information or computer. You agree to accept responsibility for all activities that occur from your computer.
2. Links to Third-Party Sites. Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Areti of the third party, the third-party web site, or the information contained therein. Areti is not responsible for the availability of any such web sites. Areti is not responsible or liable for any such web site or the content thereon. If you use these links you will leave the Site and will be subject to the terms of use and privacy policy applicable to those web sites.
3. International Use. Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who





choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction. Any offering made in connection with this Site is void where prohibited.

4. **Governing Law and Forum for Disputes.** Laws of the Commonwealth of Puerto Rico governs this Agreement without regard to its conflicts of laws provisions.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THESE TERMS OF USE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION; THE ARBITRATOR SHALL APPLY PUERTO RICO LAW TO ALL OTHER MATTERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY PARTY TO THE ARBITRATION MAY AT ANY TIME SEEK INJUNCTIONS OR OTHER FORMS OF EQUITABLE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS CUSTOMER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND ARETI ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

5. **Severability Clause.** If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
6. **No Waiver.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.
7. **Entire Agreement.** These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. No waiver by Areti of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence. If you have any questions regarding these Terms, the Site, the Site content or offerings, please contact us at: [support@aretibank.com](mailto:support@aretibank.com).

**IF YOU DO NOT AGREE TO THE PRECEDING TERMS AND CONDITIONS OF USE, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES.**

Areti Bank International Inc.