

TERMS AND CONDITIONS OF USE

GENERAL

Welcome to the website of **EVERTEC**, Inc.! Please read these Terms and Conditions of use carefully before using or obtaining any content, products, or services through our websites. Your use of the services through our website will constitute your acceptance of these Terms and Conditions.

INTRODUCTION AND DEFINITIONS

"*evertecinc.com*" is a website operated by EVERTEC through which Users may obtain information regarding the products and services offered by EVERTEC, as well as certain online services offered from time to time by EVERTEC.

"User" means every person who establishes a connection for access to and use of *evertecinc.com*.

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

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User shall use *evertecinc.com* for lawful purposes only. User shall not post or transmit through *evertecinc.com* 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 *evertecinc.com*.

EQUIPMENT FOR USER'S UTILIZATION

User shall be exclusively responsible for obtaining and maintaining all telephones, computer hardware, and other equipment needed for access to and use of *evertecinc.com* and for any and all charges related thereto.

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ENTIRE AGREEMENT

This Agreement, and any operating rules for *evertecinc.com* 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 *evertecinc.com*.

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 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 a **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 a **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 a **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.

PRIVACY POLICY

GENERAL

At **EVERTEC, Inc.**, our commitment to our clients is to provide the highest quality data processing services and solutions, adding value and efficiency to the financial, government, manufacturing, telecommunications and health services institutions we serve. In so doing, we place the highest importance on respecting and protecting the privacy and confidentiality of the information that our clients share with us. We provide this statement to explain our practices and to inform you of the way your information is collected and used at this site.

INFORMATION WE COLLECT FROM YOU

In order to operate *evertecinc.com* and provide you with information on products and services that may be of interest to you, we may collect personally identifiable information from you. The types of personally identifiable information that we may collect in this site include, but are not limited to: name, address and personal data for an online resume submission. Also, we verify IP address, account number, username and password to provide you with access to restricted areas on our website.

USE AND SHARING OF INFORMATION

A visitor to our website may choose to send us personal or company information for any number of reasons, including, but not limited to submitting a resume, requesting information about our products or company; or accessing password/user restricted areas on our website. Information submitted for a specific purpose will be used for that purpose only and in accordance with applicable contracts, laws and regulations. Generally, we use your information to help us efficiently deliver the services you have requested, and business analyses. In some cases we may need to engage nonaffiliated third parties (service providers) to help us perform some of these tasks, including, but not limited to, performing customer service, or business analysis, and consequently we may share your information with these service providers. In such cases, we will

require these service providers to enter into agreements with us regarding the confidential handling of your information. Also, it is our policy not to disclose any non-public personal information about our clients' customers to any non-affiliated third party for marketing purposes

Your information may be transferred to and maintained in whole or in part on computer networks which may be located outside of the state, province, country or other governmental jurisdiction in which you reside, and may be store on equipment or in facilities leased or licensed from third parties.

Unless it is required to be disclosed in response to a legal process such as a court order or subpoena, or to a law enforcement agency's request, we will not share the collected information with third parties other than as set for in this paragraph. Furthermore, unless authorized, we do not share this information with our affiliates.

Use of Cookies

When accessing some of the restricted areas at our website, your web browser sends the session number to our web servers. This information is collected to identify the communication session id. If you wish to disable these cookies, the "help" portion of the toolbar on most browsers will tell you how. However, if you set your browser to disable cookies, you may not be able to access certain areas or features of *evertecinc.com*.

ABOUT SECURITY

EVERTEC has security measures in place to help protect against the loss, misuse and unauthorized alteration of the information under our control. We use industry recognized security safeguards, such as firewalls, anti-virus, intrusion detection systems, and operational procedures to detect and preclude unauthorized parties from accessing our systems. Our operational procedures include restricted access to customer nonpublic personal information to those employees who have been trained to manage and safeguard this type of information. Additionally, we use internal and external resources to review the adequacy of our security procedures.

We use Secure Sockets Layer (SSL) encryption technology to safeguard the information shared with us in the restricted areas found in our website. SSL is the standard security technology for creating an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral. Adding SSL encryption to our web pages ensures end-to-end encryption for the duration of the session.

No Spam CONFIRM

EVERTEC will not send unsolicited e-mail to you. We will use e-mail to respond to email messages from you or to engage in other communication, which you have expressly permitted.

Links to Other Web Sites CONFIRM

There may be links to other Web sites from our business partners. However, we are not responsible for the content or privacy policies of those other sites.

EVERTEC may update its privacy policy from time to time, and the amended and restated policy will be posted in our website.

CONTACTING EVERTEC

If you have any questions about this privacy statement, the practices of this site, or your dealings with EVERTEC, you can contact us at 787.759.9999 ext. 4808 or at privacy@evertecinc.com.