



## **TERMS AND CONDITIONS OF USE OF INTERBANCA**

We, on one hand, Banco Ficohsa Nicaragua S.A., hereinafter referred to as "THE BANK"; and on the other hand, the person appearing in THE BANK's records as the holder of the products to be registered for this service, after accepting these terms and conditions and hereinafter referred to as "THE CLIENT" or "THE USER," in the capacity in which each of us acts, have agreed to enter into this Contract for the provision of the electronic banking service called "INTERBANCA" under the following clauses:

### **FIRST: PURPOSE OF THE SERVICE**

THE BANK has implemented an online platform so that THE CLIENT can carry out various operations where THE CLIENT can access THE BANK's products and services. This online platform is called INTERBANCA. Each type of transaction that can be carried out through it is referred to as a "SERVICE" and/or "SERVICES."

THE BANK provides the following SERVICES:

**Inquiries:** Checking account balances, savings accounts, certificates of deposit, loans, and credit cards.

**Payments:** Payments for loans, own or third-party credit cards, utility services, and other payments via debit from THE CLIENT's checking or savings account with THE BANK. THE CLIENT may pay utility bills directly, provided that THE BANK has an agreement with the respective service providers and that THE CLIENT's account has sufficient available funds.

**Transfers:** Transfers between own accounts and third-party accounts, regional transfers between Banco Ficohsa accounts, transfers to savings or checking accounts at other banks in Nicaragua's financial system (ACH), and international transfers.

**Management Services:** Credit card management (primary card, additional card, replacement, credit limit increase), PIN reset (credit card), and any other products or services THE BANK makes available through INTERBANCA.

### **SECOND: CONDITIONS FOR SERVICE PROVISION**

The conditions agreed upon between THE BANK and THE CLIENT for service provision are as follows:

1. THE CLIENT commits to using the services in compliance with all the conditions and

requirements outlined here and any future conditions THE BANK may establish.2. If THE BANK adds new services to the system, it will notify THE CLIENT via the registered communication channel (mobile phone, email, or other verifiable means). THE CLIENT is considered to have accepted the new services unless they express otherwise in writing within ten (10) days from when the services become available.3. THE BANK determines service hours and will notify THE USER.4. Services may be affected by failures in THE BANK's or THE CLIENT's equipment, improper use of services and equipment, or lack of use for over six (6) months. If service interruptions occur due to THE CLIENT's actions, THE BANK holds no responsibility.5. THE BANK will provide THE CLIENT with a username and password via email. THE CLIENT must change the password upon first login and keep it confidential and non-transferable. THE BANK also requires THE CLIENT to configure a secret question and answer for account recovery.6. THE BANK does not request personal information updates, username, or password changes via unofficial channels. If THE CLIENT shares this information with third parties, THE BANK is not liable for any resulting financial losses.7. If THE CLIENT has concerns or complaints regarding INTERBANCA, they must file them at THE BANK's branches within thirty (30) calendar days from the date of the transaction in question. Otherwise, the transaction will be deemed correct and accepted.8. THE BANK may restrict access to the system or certain services due to regulatory requirements or justified legal causes. If INTERBANCA is disabled due to inactivity, THE CLIENT must request a new user account.9. THE BANK is not responsible for accounting records of payments made through INTERBANCA to third-party service providers.10. THE CLIENT must use compatible equipment and software, as THE BANK is not responsible for accessibility issues due to incompatibility or force majeure.11. For international transfers, THE CLIENT understands and accepts that transactions may involve multiple banks, each subject to its regulations. THE BANK is not responsible for delays, holds, or errors caused by intermediary banks.12. THE BANK may perform system maintenance, which may temporarily suspend services.13. This document allows THE CLIENT to enable or disable services available in online banking as needed.

### **THIRD: PAYMENTS TO THIRD PARTIES**

THE BANK is not responsible for errors in data entry when making payments. Discrepancies must be resolved between THE CLIENT and the third party receiving the payment. THE USER must input the payment amount, service identification number, and the account to be debited. THE BANK will debit the selected account and credit the third party's account or the corresponding service payment.

### **FOURTH: COST OF USING INTERBANCA**

INTERBANCA is free of charge until THE BANK decides otherwise. If charges are introduced, THE CLIENT will be notified via their registered communication channel. If THE CLIENT accepts the charges, the contract remains in effect. If they do not accept, the contract will be suspended, and the service disabled.

### **FIFTH: COST OF AVAILABLE SERVICES**

Some services include commission fees displayed at the time of the transaction. By approving the transaction, THE CLIENT accepts the applicable fee.

## **SIXTH: CONDITIONS FOR AUTHORIZING TRANSACTIONS**

To authorize transactions in INTERBANCA, THE CLIENT must use a second authentication factor. Available authentication methods include:

A multi-use PIN for each transaction. A one-time code generated via: VU SMS OTP: A code sent to the client's phone, valid for one minute. VU APP: A code generated through a mobile app, valid for 45 seconds.

Entrust: A code generated through a mobile app, valid for one minute, refreshed every 30 seconds.

These authentication factors are free for THE CLIENT. THE BANK may modify the authentication process, notifying THE CLIENT in advance.

THE CLIENT's username, password, and security codes serve as their electronic signature. Transactions performed using these credentials are considered legally authorized by THE CLIENT. If THE CLIENT changes their mobile phone, they must request in person at THE BANK to reactivate the mobile authentication app. THE CLIENT assumes full responsibility for misuse of authorization codes, including third-party use.

## **SEVENTH: ACH TRANSFERS**

ACH transfers are free until THE BANK decides otherwise, at which point THE CLIENT will receive 30 days' notice. THE BANK is not responsible for ACH transactions, errors, or omissions made by THE CLIENT when inputting payment details.

## **EIGHTH: USE OF APPLICATIONS**

THE BANK may offer a mobile app at its discretion. THE CLIENT must accept the app's terms before use. THE CLIENT is responsible for securing their devices, updating antivirus software, and protecting passwords. THE BANK is not responsible for security breaches caused by third parties.

## **NINTH: COMPLAINT PROCEDURE**

According to the "Regulations on Transparency in Financial Operations" issued by the Superintendence of Banks, THE CLIENT has the right to file complaints at THE BANK's customer service offices within thirty (30) calendar days from the issue's occurrence. THE BANK must respond within 30 days. If THE CLIENT receives a negative response or no response, they may escalate the complaint to the Financial Services User Attention Directorate (DAUSF) within 30 days.

## **TENTH: ACCEPTANCE OF SERVICES**

THE CLIENT agrees to:

1. All transactions made through INTERBANCA will be registered and processed according to THE BANK's procedures. 2. All transactions and services used in INTERBANCA are at their own risk, and they accept the account statements and reports generated by the system. 3. THE BANK is not responsible for electronic information from sources other than THE BANK. 4. The use of electronic information obtained through INTERBANCA is at THE CLIENT's own risk.

By using INTERBANCA, THE CLIENT acknowledges they have read and understood these Terms and Conditions and agrees to comply with them.