



# **Bradesco Bank**

# **Visa Signature**

## **(Secured) Agreement**

This Credit Card Agreement (this “Agreement”), which includes the accompanying Pricing Information table (the “Pricing Information”) and any supplements or amendments to this Agreement, governs the use of your Visa Signature credit card account with Bradesco Bank (“Account”) which may be drawn upon by using the Visa Signature credit card (a “Card”) furnished to you by Bradesco Bank. The Card may be used for personal, family, or household purposes but NOT for business or commercial purposes.

**1. Parties and Addresses:** a) Bank: In this Agreement, “we,” “us” and “our” refer to Bradesco Bank and anyone to whom we give or sell your Account. Unless we tell you otherwise, our mailing address is: Bradesco Bank, 3011 Ponce de Leon Blvd, PH2, Coral Gables, FL 33134. b) You: “You” and “your” refer to each person (1) who were approved for the Account, and (2) who agreed to be responsible for the Account. We will send bills and other notices to the address you give us. You promise to tell us right away if that address changes.

**2. Joint Accounts:** If you have a joint Account, each of you has the right to use the Account up to the extended credit limit as described below. Any one of you may give us any notice under this Agreement and notice to one of you will serve as a notice to all of you. Each of you is bound by the terms of this Agreement and each, individually, will be liable for all charges, even if only one of you uses the Account. For joint accounts, each individual separately, and all individuals together, are referred to in this Agreement as “you” and “your”.

**3. Promise to Pay:** You promise to pay us for all transactions on your Account, including those by anyone whom you allow to use the Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. You also promise to pay any interest, fees, and other amounts you owe us under this Agreement. By keeping, using, or permitting others to use the Account or any Card, you agree to the terms of this Agreement.

**4. Security Interest-Secured Credit Cards:** Customer has pledged, assigned, and transferred all right and interests, and given us a security interest, in and to all funds now or hereafter deposited in a time deposit in the name of the Customer or third-party related to the Customer (the “Pledged Time Deposit Account”), but only to the extent of the amount of the credit line, including all interest earned thereon. Our security interest in this Pledged Time Deposit Account extends to any successor to or replacement for the Pledged Time Deposit Account and to any funds or interest deposited in such successor to or replacement for the Pledged Time Deposit Account, but only to the extent of the amount of the credit line. The Pledged Time Deposit Account secures Customer’s obligations to us under this Agreement until the Account has been terminated or canceled and all obligations and indebtedness under this Agreement have been satisfied. Additional terms pertaining to the Pledged Time Deposit Account are set forth in our Pledge Agreement (for Secured Credit Card).

- a) The amount of the credit line is set forth on the document documenting each Card issued to a cardholder. If Customer wishes to increase the credit line, it will be subject to credit approval. If approved, Customer must ensure that the balance in the Pledged Time Deposit Account is at least equal to the total amount of the credit line for which Customer was approved. Customers may be required to make an additional deposit in the form of a check or money order before the approved credit line increase becomes available for use. The credit line will not be increased by interest paid on the Pledged Time Deposit Account, if any. Customer must consult with their account manager for more information.
- b) The Pledged Time Deposit Account is and shall remain under the control of the Bank. We may withdraw from the Pledged Time Deposit Account any amount due on the Account that Customer fails to pay when due, without sending any notice or demand for payment, but only to the extent of the amount of the credit line and to the extent permitted under applicable law. Customer warrants to us that there are no current lawsuits or bankruptcy proceedings which may affect our interest in the Pledged Time Deposit Account. The Customer will not offer the Pledged Time Deposit Account as a security for any obligation except the Customer’s Account with us.

**5. Authorized Users:** You may request to add up to three (3) persons to your Account (each an “Authorized User”) and request additional Cards for any such Authorized User. You will be liable for any charges made by any Authorized User and anyone else they allow to use your Account. This will be true even if you did not want, or agree to, the particular use. Authorized Users should be at least 12 years of age, to use the Account. If you want to remove an Authorized User from your Account, you must contact us and request their removal. You

also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may close your existing Account and issue a new Card with a new Account number.

**6. Governing Law:** This Agreement, the Account, our/your rights and duties under the Agreement and in connection with the Account, will be governed by and interpreted in accordance with Federal laws and the laws of the State of Florida without giving effect to conflict of laws principles, regardless of where you reside or use the Account. If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable.

**7. Changing this Agreement:** We may change the terms of this Agreement, including your annual percentage rate (“APR”) and the fees and charges described in the Pricing Information from time to time, unless an applicable law says we may not. We will tell you when changes will be effective and how they will apply to your Account. We may require you to close your Account if you reject the changes. You may not change this Agreement unless we agree in writing.

**8. Using your Account:** You may use your Account to make two types of transactions: *a) Purchases* means any use of your Card to purchase or lease goods or services from any merchant that accepts your Card or Account. *b) Cash Advances* means use of your Card to get cash or things we consider cash equivalents. You may obtain Cash Advances up to the limit shown in the Pricing Information, by using your Card or Account in any of the following ways:

- From us or any other financial institution in over-the-counter transactions or with automated teller machine (“ATM”) that accepts your Card;
- By purchasing items such as wire transfers, money orders, traveler’s checks, lottery tickets or casino chips; or
- By placing bets or wagers (if legal) or to make tax or other similar payments.

**9. Limitations on Use of Card; Illegal and Online Gambling Transactions:** Your Card may not be used to make a payment on any other credit account with us or our affiliates. You agree not to use your Account for any transaction that is illegal in the state where you live or where the transaction takes place. Display of a payment card logo by an online merchant does not mean that the online transaction is legal where you conduct it. We will not be liable if you engage in an illegal transaction. You also agree not to use your Account for any Internet or online gambling transaction, even if it is legal in the state where you live. We may refuse to authorize any Internet or online gambling transaction. If we do authorize the transaction, you agree to pay us any amounts related to such transaction pursuant to the terms of this Agreement. We are not responsible for anyone who refuses to accept your Card. We may decline any transaction at any time. You may not use your Account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC). Use of your account in those countries will be blocked.

**10. Credit Limits:** Your billing statements will show your credit limits and available credit. If the balance on your Account (or on any type of transaction) goes over the credit limit, we may at our option, (i) refuse to honor the transaction that would cause your balance to exceed your credit limit; or (ii) allow the transaction without increasing your credit limit. If we allow the transaction that causes your outstanding balance to exceed your credit limit, you must pay the amount that is over the limit with the Minimum Payment Due (as defined in paragraph 10) on your next statement. The fact that we do not ask you for that amount as part of the Minimum Payment Due shown on your monthly billing statement does not relieve you of your obligation to pay it immediately. *a) Separate Limits:* We will give you a credit limit for your Account. We also may give you different limits for different types of transactions. For example, we may tell you that you can only use part of your credit limit for Cash Advances. *b) When your Payments Increase Available Credit:* We may delay increasing your available credit for up to 10 days after you make a payment. *c) Changes to your Credit Limit:* You may request an increase in your credit limits by calling us at 1-844-445-5784 and we might agree to your request. We may

change your credit limits at any time. For example, we may (1) increase or decrease any of your credit limits or (2) cancel your available credit. We will tell you first or get your permission if an applicable law requires us to. You still will have to pay all amounts you owe under this Agreement.

**11. Billing Statements:** We will send you a bill at the end of each monthly billing cycle if applicable law requires. Read each bill as soon as you get it. Tell us right away if you see any error or problem. Your bill will show important information about your Account, including:

- The total of unpaid obligations which have been posted to your Account at the end of the billing cycle ("New Balance");
- The minimum payment amount due by the Payment Due Date ("Minimum Payment Due");
- When your payment is due ("Payment Due Date"); and
- The date of the bill ("Statement Date"). Your Payment Due Date will always be on the same date each month and will be at least 25 days from the closing date of your monthly statement. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Payment Due shown on your monthly statement by your Payment Due Date.

**12. Interest:** We use a method called Average Daily Balance. *a) Average Daily Balance:* Under this method, we first calculate your daily balance; for each type of transaction (Purchases, Cash Advances, and any transactions subject to a special offer) we 1) take the beginning balance for that transaction type and add in new transactions, debits, and fees, then 2) subtract any payments and credits as of that day. The result is the daily balance for that transaction type.

- The beginning balance for Purchases will include any unpaid Purchase transactions; any unpaid interest on those Purchases; any unpaid Late Fee, Returned Payment Fee, Annual Membership Fee, Expedited Delivery Fee, Document Fee, and Replacement Card Fee; and any unpaid Foreign Transaction Fee charged on a Purchase, including any Purchase subject to a special offer APR.
- The beginning balance for Cash Advances will include any unpaid Cash Advance transactions; any unpaid interest on those Cash Advances; and any unpaid Foreign Transaction Fee charged on a Cash Advance, including any Cash Advance subject to a special offer APR.
- The beginning balance for any transactions subject to a special offer APR will include any unpaid balance on those transactions, and any unpaid interest on those transactions. Next, to find your Average Daily Balance: 1) add the daily balances together for each type of transaction, and 2) divide the sum by the number of days in the billing cycle. Next, we multiply the average daily balance by the applicable interest rate. Interest rates are explained in Section 12. Then, we multiply the resulting amount by the number of days in the billing cycle.

*b) When Interest Charges Start on Cash Advances:* We start charging interest on Cash Advances on the transaction date. The transaction date is the later of (1) the date you get the Cash Advance or (2) the first day of the billing cycle in which we add the transaction to your Account. There is no way to avoid interest on Cash Advances. *c) Avoiding Interest on Purchases (Grace Period):* Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire balance by the Payment Due Date each billing cycle. Where required by applicable law, we will not charge interest on any portion of a Purchase balance that is repaid by the first specified due date after each Purchase was made if you paid the entire balance for the previous billing cycle by the specified due date. Except as described above, if you do not pay your entire balance by the Payment Due Date, we will start charging interest on each new Purchase on the later of (1) the date you make the Purchase, or (2) the first day of the billing cycle in which we add the Purchase to your Account. We will pay down your Purchase balance and other balances as described in "Payment Allocation" in Section 14(c) below.

**13. Interest Rates:** We figure out how much interest you owe each billing cycle using daily periodic rates. We get the daily periodic rates by dividing each APR below by 365. The interest rates that apply to your Account may change from month to month.

- APR for Purchases:** The APR for Purchases will be equal to the percentage set forth in the Pricing Information.
- APR for Cash Advances:** The APR for Cash Advances will be equal to the percentage set forth in the Pricing Information.

**14. Fees:** You agree to pay the following fees, which will be charged to your Account.

a) Transaction Fees:

- *Cash Advance Fee:* For each Cash Advance drawn on your Account, a fee in the amount shown in the Pricing Information.
- *Foreign Transaction Fee:* A fee in the amount shown in the Pricing Information for each transaction made (1) in a foreign currency, (2) outside of the United States, or (3) with a foreign merchant outside of the United States, even if that transaction is made in U.S. dollars. We may charge a Foreign Transaction Fee for each transaction (including returns or refunds) at the time we add the transaction to your Account. The fee will be based on the U.S. dollar amount Visa provided to us pursuant to Section 19 below.

b) Penalty Fees: We will charge penalty fees, including late fees and returned payment fees, in an amount established by the Consumer Financial Protection Bureau. The current applicable fees are set forth in the Pricing Information. The Consumer Financial Protection Bureau may adjust this amount annually to reflect changes in the Consumer Price Index (CPI), and we may revise any of the penalty fees below to reflect the CPI adjustments. We will not charge more than one penalty fee for a single event or transaction that violates multiple terms of this Agreement.

- *Late Fee:* A late fee will be charged if we do not receive at least the Minimum Payment Due by the Payment Due Date (or the next business day if your Payment Due Date falls on a Saturday, Sunday, or holiday). This fee will be the amount set forth in the Pricing Information or the full amount of the Minimum Payment Due (as shown on your billing statement) that was due immediately before the fee is assessed (rounded up or down to the nearest dollar), whichever is less.
- *Returned Payment Fee:* A returned payment fee will be charged if a check or similar instrument or any debit for payment on your Account is returned unpaid for any reason. This fee will be the amount set forth in the Pricing Information. We will charge the fee even if the check or debit is later honored or paid.
- *Annual Membership Fee:* A non-refundable annual membership fee is set forth in the Pricing Information for the Primary Card only. This fee is waived for the first year. The annual membership fee for the Primary Card will be charged to your Account as a purchase on the second-year anniversary of your Account opening and annually thereafter. This fee will continue to be charged until your Account is paid in full and closed, with no further credit available. However, if your annual spending on the account equals to or exceeds \$35,000, the fee for that year and for each subsequent year in which the spending requirement is met will be waived. There is no annual membership fee for any additional Cards issued on your account. Payment of the annual membership fee does not assure that the terms and conditions of your Account will remain unchanged throughout the annual period covered by the fee. In the event we cancel your Account for any reason other than a default, we will refund to you a prorated portion of your annual membership fee based on the time remaining in the annual period covered by the annual membership fee.

c) Other Fees:

- *Expedited Delivery Fee:* A fee in the amount set forth in the Pricing Information will be charged if you request and we agree to arrange for expedited delivery of any Card to you (for example, by an overnight delivery service).
- *Document Fee:* If you request copies of sales slips or duplicate copies of billing statements, we will charge the amount set forth in the Pricing Information for each item requested. There will be no charge for any item you request in good faith in connection with the resolution of any disputed billing matter.
- *Replacement Card Fee:* A fee in the amount set forth in the Pricing Information will be charged if you request us to issue a replacement Card.

**15. Minimum Payment Due:** The Minimum Payment Due each billing cycle will depend on your New Balance.

a) *Minimum Payment Due:* For each billing cycle, you must pay the Minimum Payment Due in the amount set forth in the Pricing Information. b) *What happens if you pay more:* You may pay more than the Minimum Payment Due at any time without incurring any extra charge. If you pay more than the Minimum Payment Due in one billing cycle, you still have to pay the full Minimum Payment Due in the next cycles. You cannot increase

the amount of your credit limit by paying more than the unpaid balance on your Account. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. *c) Payment Allocation:* We will use your Minimum Payment Due to pay down balances on your Account (including Purchases, Cash Advances, interest, fees, and other amounts) in any way we choose, unless an applicable law says we may not. If you make a payment that is larger than the Minimum Payment Due, we will apply the extra amount first to the balance with the highest interest rate, and any remaining portion of that extra amount to the other balances in descending order based on the applicable interest rate. *d) The Minimum Payment:* will be the greater of the New Balance (if less than \$25), \$25 if the New Balance is at least \$25, or fifteen percent (15%) of the New Balance plus: a. Any balance in excess of your credit limit (including any temporary credit limit increase) and b. Any past due amount.

**16. Making Payments:** You must follow the instructions below when making a payment. If you do, we will credit the payment to your Account as of the day we receive it:

- You must pay in U.S. dollars.
- You must use a direct debit, check or electronic debit, including Automated Clearing House (ACH) electronic payments, using a banking account.
- You must not send us a check dated after the date we receive it.
- You must not enclose more than one check per envelope.
- You must not include any restrictive endorsements on the check.
- You must follow the additional payment instructions shown on your statement.
- Do not mail cash.

If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. Either case may result in late fees and additional interest charges to your Account. If you do not follow the instructions in this Agreement or on your statement, we may accept your payment without losing our rights. We may reject a payment if it is more than the outstanding Account balance. We also may close your Account.

**17. Merchant Refunds:** A merchant refund to your Account will post to your Account as a credit. We do not control when a merchant sends an Account credit. Once we receive an Account credit from a merchant, we will apply the credit to your existing Account balances. If you believe a merchant credit has not been applied properly, please contact us. If a credit creates a credit balance on your account, the credit will remain on the Account for future use unless you direct us to mail you a check for the amount of the credit balance.

**18. Merchant Surcharge:** Some merchants, including merchants outside the U.S., may charge you a fee to use your Card for a Purchase. The fee will either be a percentage of the amount of your Purchase, or a flat fee, and will be added to the amount of your Purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We do not control these fees and cannot prevent them.

**19. Special Offers:** We may make a special offer to you. For example, we may offer a reduced promotional interest rate. Such offers may apply to all transactions or balances on your Account, or only to some transactions or balances. We will tell you what terms of the special offer differ from the terms of this Agreement. Except as we tell you in a special offer, the rest of this Agreement will still apply to your Account.

**20. Currency Conversion:** Visa will convert the amount of any transaction you make in a currency other than U.S. dollars into U.S. dollars. Visa will use its own currency conversion procedures in effect at that time. Visa will pick an exchange rate on the processing date using either (1) the range of rates available in wholesale currency markets (which rate may differ from the rate Visa could get) or (2) the rate required by the government. The exchange rate used may differ from the exchange rate on the date you made the transaction. If you make a return or get a refund, the same procedures apply. The amount of any return or refund credit to your Account may be slightly different from the amount of the original transaction because the exchange rate changes from day to day.

**21. Default:** If you do or fail to do certain things, you will be in default under this Agreement. If you are in default, we have certain rights, and you have certain duties under this Agreement. In deciding whether you are in default and in using any of our rights, we will follow applicable law.

a) *Events of Default:* We may decide you are in default if you:

- Fail to make a payment on this Agreement or any other agreement with us when due;
- Make a payment that is not paid by your bank;
- Fail to honor the terms of this Agreement;
- File for bankruptcy or some other insolvency proceeding is filed by or against you;
- Die or become legally incompetent;
- You default under another agreement you have with us or an affiliate; or
- We determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us.
- We also may decide you are in default if (1) we find you no longer qualify for any APR or credit limit then in effect on your Account or (2) we believe in good faith that you will not be able to pay what you owe for any other reason.

(b) *What Happens When You Are in Default:* If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may (1) suspend or close your Account, (2) lower your credit limit, and/or (3) ask you to pay the full amount you owe right away. We will tell you first before doing these things if applicable law requires us to tell you. You are still required to pay all amounts you owe us. As detailed in Section 29 below, upon your default, we may also assign to any other person or company our rights under this Agreement, including our right to collect any unpaid debt hereunder. We may charge you for the costs we have to pay to collect what you owe after the default. These costs may include reasonable fees for attorneys who are not our paid employees.

**22. Collection Costs:** We may charge you for costs we have to pay to collect what you owe after default. These costs may include reasonable fees to attorneys who are not our paid employees.

**23. Closing your Account:** We may suspend or close your Account or otherwise terminate your right to use the Account at any time and for any reason without notice to you, except in those situations where notice is required by law. You may close your Account at any time by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the Account is closed. You agree to destroy all Cards issued on the Account when the Account is closed. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand.

**24. Information About You and Your Credit:** You promise that the information you gave us to open your Account is true. You also promise to tell us right away and to stop using the Account if (1) you plan to file for bankruptcy, or (2) are otherwise unable to pay your debts. We may review any information you provided on your credit application at any time. This may include requesting credit bureau reports; verifying your current credit standing; or verifying your employment, assets and income records. We may report information about your Account to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your and the Authorized Users' credit reports.

**25. Inaccurate Information:** Write to us at the address in Section 1(a) if you believe that (1) we have information about you that is inaccurate or (2) we have reported or may report inaccurate information about you to a credit reporting agency. Please include your name, address, home phone number, and account number, and explain what information you believe is inaccurate.

**26. Liability For Unauthorized Use:** You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is: **Brazil** 0 800-771-2723 or **USA** 1 844-445-5784. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

**27. Telephone Monitoring; Consent to Communication:** To make sure our employees give accurate and courteous customer service, your call may be monitored and/or recorded for reasonable business purposes including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so. Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us. For example, we may place calls to you about fraud alerts or amounts you owe us (collection calls) on your account. For any telephone or cell phone calls/communications we place to you, you consent and agree that those calls may be automatically dialed including prerecorded messages or texts even if you are charged for the call under your phone plan.

**28. We Do Not Give Up Our Rights by Not Using Them:** We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

**29. Credit Authorizations:** Subject to applicable law, we may limit or not authorize a transaction for any reason. We will not be liable if we do so, or if (1) we close your Account; or (2) anyone refuses your Card or Account. Unless otherwise required by law, we will not be liable for goods or services you bought or leased using your Account.

**30. Assignment:** a) Assignment of Rights Generally: We may sell, transfer, or assign your Account, this Agreement and our rights or duties under this Agreement to any other person or company. We can do this at any time without notifying you first or obtaining your consent. If we sell, transfer, or assign your Account, the transferee will have all rights and shall assume our obligations under this Agreement, to the extent sold, assigned, or transferred. You may not sell or give your Account or any of your rights or duties under this Agreement to any other person or company. b) Assignment of Rights to Banco Bradesco, S.A.: In addition to our right to assign in Section 29(a), you acknowledge and agree that we may assign our rights under this Agreement to our affiliate, Banco Bradesco, S.A. ("Bradesco"). If we assign our rights to Bradesco, and you are a resident of Brazil or a customer of Bradesco, then, in lieu of arbitration, Bradesco may at its option elect to commence legal proceedings against you in Brazil with respect to any claims under this Agreement, including without limitation, any failure to pay any amounts due under this Agreement. Bradesco may only make this election with respect to any claim if arbitration proceedings have not previously commenced under Section 33 of this Agreement with respect to the claim. If Bradesco makes this election, you agree to submit to the jurisdiction and venue of the courts in [Sao Paulo], Brazil in connection with any legal proceedings initiated by Bradesco under this Agreement. If we assign our rights to Bradesco, and you are a resident of Brazil or a customer of Bradesco, you agree that Bradesco may seek to collect the amounts due under this Agreement in any manner permitted by the laws of Brazil, unless otherwise prohibited by applicable law. If we assign our rights to Bradesco, and you are a customer of Bradesco, you agree that Bradesco may set off any amounts due under this Agreement against any accounts that you may have with Bradesco, unless otherwise prohibited by applicable law.

**31. Binding Effect; Severability:** This Agreement will be binding on your heirs and legal representatives. This means they may have to pay if you die or become legally incompetent. If a court with proper authority finds any part of this Agreement is not valid or cannot be enforced, the other parts still will apply.

**32. Rewards Programs:** Your card may be associated with a bonus points or similar rewards program. Your participation in such a rewards program is subject to the particular rewards program's terms and conditions (the "Bradesco Bank Visa Signature Rewards Program Terms and Conditions"). Your use of the Card associated with the rewards program is your consent to be bound by the Program Rules. The Program Rules will be separately provided to you and can be found on [www.bradescobank.com](http://www.bradescobank.com). Services and awards may be deleted, added or changed at any time without notice. We are not responsible for benefits or services provided by third parties. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY GOODS OR SERVICES PURCHASED WITH BONUS POINTS, AND WE WILL HAVE NO LIABILITY FOR ANY DEFECTS IN SUCH GOODS OR SERVICES OR FOR ANY DAMAGES RESULTING FROM THEIR USE.

**33. MILITARY LENDING ACT:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member



of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Notwithstanding any other provision of this Agreement, if you are a “covered borrower” under the Military Lending Act, as defined in 32 CFR § 232.3(g), the arbitration provisions in this Agreement shall not apply to you. Furthermore, nothing in this Agreement shall be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act.

**34. Servicemembers Civil Relief Act - SCRA.** We support our military by making sure Servicemembers are aware of the federal Servicemembers Civil Relief Act (SCRA) and the benefits it offers. As an active-duty member of the United States Military, you may be eligible for SCRA benefits and protections. Contact us at 888-420-8932 for more information.

**35. Arbitration: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.**

It provides that any dispute may be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Arbitration is different from a lawsuit in many ways. If you or we ask for arbitration of a claim, neither you nor we could get a court or jury to decide the claim. There may be limits on the amount of information you and we could get from each other before the arbitration. You could not be part of a class of people with similar complaints after you or we ask for arbitration. Except as explained below, the arbitrator’s decision will be final and binding. Other rights available to you in court may not be available in arbitration. Except as otherwise provided in Section 29(b) of this Agreement, either you or we may elect to settle disputes by arbitration.

- What Disputes Are Covered: Any dispute that arises from or relates to this Agreement, your Account and any transaction involving the Account will be settled by arbitration unless it is described below in “What Disputes Are Not Covered.” This means that disputes about the following are covered:
  - This Agreement, your Account or any transaction involving the Account;
  - Any advertisement, promotion or oral or written statement related to this Agreement or your Account;
  - Any relationships that result from this Agreement (including, as far as applicable law will allow, relationships with third parties who are not parties to this Agreement or this arbitration provision);
  - The validity, interpretation, scope, or enforceability of this Agreement; and
  - Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches, or similar legal rule. It does not matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also does not matter when the dispute began (whether before this Agreement, now or in the future). This arbitration provision will continue to apply after this Agreement ends and/or after you or we close the Account.
- What Disputes Are Not Covered: This arbitration provision does not cover:
  - Claims filed in small claims court, as long as the matter stays in small claims court. But if a claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the claim;
  - Claims filed in Brazil in accordance with Section 29(b) of this Agreement.
- No Class Disputes: Except as expressly provided in this agreement to arbitrate, no claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any claim subject to arbitration, you may not participate in a class action in court or in a class wide arbitration, either as a plaintiff or claimant, class representative or class member.
- Who Will Arbitrate: Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (“AAA”) or JAMS ADR (“JAMS”) according to such forum’s rules and procedures in effect at the time the claim is filed (the “Arbitration Rules”). You may obtain a copy of the Arbitration Rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums

at [www.adr.org](http://www.adr.org) or 1-800-778-7879 or [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352- 5267. If for any reason the AAA or JAMS is unable or unwilling to arbitrate, the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA Arbitration Rules. The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is \$250,000 or less, one arbitrator will hear the dispute(s). If the total is over \$250,000, three arbitrators will hear the dispute(s). Each arbitrator must be an active member in good standing of the bar for any state in the continental United States, and either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

- **How To Start Arbitration:** Either you or we may start an arbitration by giving written notice to the other party. At a minimum, this notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice. If you ask us to arbitrate, you can choose the AAA or JAMS. If we ask you to arbitrate, we will give you 10 days to choose the AAA or JAMS. If you and we are unable to agree, the arbitration will be conducted by the AAA.
- **When a Party May Ask for Arbitration:** You or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.
- **Who Pays for Arbitration:** There will be costs for arbitration. Contact the AAA or JAMS to find out what the arbitration charges will be. If you start arbitration, you agree to pay the initial filing fee and deposit required by the AAA or JAMS. If we start arbitration, we will pay the filing fee and deposit. If you believe you are financially unable to pay such fees you may ask the AAA or JAMS to defer or reduce such fees, pursuant to the applicable Arbitration Rules. If the AAA or JAMS does not defer or reduce such fees so that you are able to afford them, we will, upon your written request, pay the fees, subject to any later allocation of the fees and expenses between you and us by the arbitrator. All parties are responsible for their own attorney's fees, expert fees, and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.
- **Where Will Arbitration Take Place:** Any arbitration will take place in the federal judicial district near your home, or, if you do not live in the U.S., arbitration will take place in Miami-Dade County, Florida. Alternatively, you and we could agree that arbitration will take place somewhere else.
- **What Law Applies:** This arbitration provision is made pursuant to a transaction involving interstate commerce. The FAA will apply to the construction, interpretation, and enforceability of this arbitration provision despite any other choice of law provision in this Agreement.
- **Other Rights and Remedies:** Nothing in this arbitration provision will limit certain other rights you or we may have. This means that you or we could, for example: o Get an injunction, which is a court order to stop someone from doing something; or o File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own. If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this arbitration provision.
- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.
- **Rules for Rejecting This Arbitration Provision:** You can opt out of this arbitration provision by sending a written rejection notice to us at: 3011 Ponce de Leon Blvd, PH2, Coral Gables, Florida 33134. The opt-out notice must be mailed within 45 days of Account opening. The opt-out notice must state that you opt-out of the arbitration provision and include your name, address, Account number and signature. The opt-out notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us and will not affect your other rights or responsibilities under this Agreement, including use

of the Account. IF YOU REJECT ARBITRATION UNDER THIS AGREEMENT, YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA IN FLORIDA FOR THE PURPOSE OF ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

### **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 Statement:** If you think there is an error on your statement, write to us at the payment address shown on your bill. 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 bill, 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 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.

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 bill is correct.

While we investigate whether or not there has been an error:




- We cannot try to collect any amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest 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 the amount available to you on your credit line.

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 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 and fees. We will send you a statement of the amount that 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 bill 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 bill. 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 bill is correct. **Your Rights If You Are Dissatisfied With Your Credit Card Purchases:** If you are dissatisfied with the goods or services that you have purchased with your credit 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 credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card 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 the payment address shown on your bill.

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.

Liability for Unauthorized Use: You may be liable for the unauthorized use of your credit card. However, you will not be liable for unauthorized use that occurs after you notify us at 3011 Ponce de Leon Blvd, PH2, Coral Gables Florida 33134 in writing or orally (844)-445-5784, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.



# BRADESCO BANK VISA SIGNATURE CREDIT CARD PRICING INFORMATION

Account Terms are not guaranteed for any period of time. All terms, including fees and APRs for new transactions, may change in accordance with the Credit Card Agreement and Account Opening Disclosure Statement.

Interest Rate and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>14.90% Fixed</b>
<b>APR for Cash Advances</b>	<b>19.99% Fixed</b>
<b>Penalty APR and When It Applies</b>	<p><b>24.90% Fixed</b></p> <p>This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> <li>1. Make a late payment;</li> <li>2. Go over the credit limit twice in a six-month period</li> <li>3. Make a payment that is returned; or</li> <li>4. Do any of the above on another account that you have with us.</li> </ol> <p><b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.</p>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest on purchases, the charge will be no less than <b>\$1</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website for the Consumer Financial Protection Bureau at: <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
<b>Annual Membership Fee</b>	<b>\$250</b> for the primary card only, this fee is waived the first year and in subsequent years if annual expenditure is \$35,000 or more. <b>No fee</b> for additional cards.
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>Cash Advance Fee</li> <li>Foreign Transaction Fee</li> </ul>	<p>Either <b>\$5</b> or <b>3%</b> of the amount of each Cash Advance, whichever is greater.</p> <p><b>2.5%</b> of each non-U.S. transaction.</p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>Late Payment fee</li> <li>Returned Payment Fee</li> </ul>	<p>Up to <b>\$35</b></p> <p>Up to <b>\$39</b></p>
<b>Other Fees</b>	
<ul style="list-style-type: none"> <li>Expedited Fee</li> <li>Replacement Card Fee</li> </ul>	<p><b>\$30</b></p> <p><b>\$5</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance” including new transactions. This method is described in the “Interest” Section of the Credit Card Agreement.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” Section of the Credit Card Agreement.

**Document Fees:** \$5 for each requested document

**Military Lending Act (MLA):** If you are an active servicemember, you can call **1-888-420-8932** to learn about your rights under the Military Lending Act.

**Security:** Due to security concerns, we may restrict mail services to some countries and require an alternative mailing address outside of the restricted country; other arrangements such as Hold Mail Service can be established.

**Interest Rates & Fees:** To obtain the most current information on interest rates and interest charges call 305-789-8077.

**Security Interest-Secured Credit Card:** You acknowledge this credit card account is secured and collateral will be taken in the form of either a certificate of deposit account or other deposit account at Bradesco Bank. Our security interest will be described in the Pledge Deposit Agreement.

**FACTS****WHAT DOES BRADESCO BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Account transactions and checking account information
- Wire transfer instructions and mortgage rates and payments

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bradesco Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bradesco Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

**To limit our sharing**

- Call 305-789-7000 for additional information or
- Visit us online: <https://bradescobank.com/opt-out-form.html>

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 305-789-7000 or go to <https://bradescobank.com/privacy-and-security.html>

**Who we are**

Who is providing this notice?	Bradesco Bank
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**What we do**

How does Bradesco Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, electronic, and procedural safeguards (including, without limitation, secure servers, firewalls, antivirus, restricted access to files, and restricted access to offices) that comply with federal standards.
How does Bradesco Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ open an account</li> <li>■ give us your contact information</li> <li>■ make a wire transfer</li> <li>■ show your government-issued ID</li> <li>■ apply for a loan</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies
Why can't I limit all sharing?	Federal laws gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

**Definitions**

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Our affiliates include financial companies such as Bradesco Investments Inc., Bradesco Global Advisors Inc., and Banco Bradesco S.A.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Bradesco Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Bradesco Bank doesn't jointly market.</i></li> </ul>



## Other important information

**California Residents.** California laws place additional limits on sharing information about their residents. We will not share information we collect about you with our family of companies and non-affiliated third parties, except as permitted by law. We also send California residents a separate notice for additional choices.

**North Dakota Residents:** We will not share information we collect about you with non-affiliated third parties, except as permitted by law.

## California Consumer Privacy Act (CCPA) Privacy Notice

Rights for California Residents

**EFFECTIVE:** February 26, 2021

This California Consumer Privacy Act Notice (“Notice”) explains how Bradesco Bank (“we” “our” or “us”) and its affiliates collect, use, and disclose personal information subject to the California Consumer Privacy Act (“CCPA”). It also describes the privacy rights of California residents under the CCPA and how they can exercise those rights. This Notice applies solely to California residents and supplements any other privacy policies or notices applicable to our services that you visit or use.

### INFORMATION WE COLLECT AND HOW WE COLLECT IT

We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information” or “PI”). The CCPA does not apply to personal information collected, processed, sold, or disclosed pursuant to the Gramm-Leach-Bliley Act (“GLBA”). The personal information of California residents we collect, process, or disclose pursuant to this Notice does not include (i) publicly available information, (ii) de-identified or aggregate consumer information, (iii) information excluded from the CCPA’s scope, such as GLBA personal information, and (iv) personal information collected for a single, one-time transaction in the ordinary course of business, and not retained.

The categories of personal information we collect depend on the product or service you have with us, and your use of our websites and services. The chart below outlines the categories of personal information (as defined by the CCPA) and the examples provided for each category are taken from the CCPA and are included to help the customers understand what each category means. However, the list below is for illustrative purposes only and DOES not indicate what we actually may have collected over the past 12 months.

Categories of Personal Information	Examples (for illustrative purposes only)
Personal Identifiers	Name, alias, postal address, unique personal identifier, online identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
Other Identifying Information	A signature, description of your physical characteristics, address, phone number, state identification card number, date of birth, family member information, bank account number, credit card number, debit card number or other payment or financial information, education, employment, employment history, medical information or health insurance information.
Characteristics of Protected Class	Age, race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).
Commercial Information	Policy coverage information, premiums, and payment history. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. Driving record, claims history, and credit information.

Biometric Information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, voice print, retinal print, scan of hand or facial geometry.
Internet or Other Electronic Network Activity Information	Browsing history, search history, information regarding your interaction with our website, application or advertisement, links you use or web pages you visit while visiting our site or applications, browser type, internet service provider (ISP), cookies, and mobile device including device identifier or other device information, and location information.
Geolocation Information	Physical location, movements, or trip tracking information.
Multimedia Information	Audio, electronic, visual, or similar information.
Employment Information	Professional or employment-related information.
Education Information	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.
Inferences	Inferences drawn from any personal information collected to create a profile reflecting preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

We may obtain the categories of personal information listed above from the following sources:

- Directly from our customers or their agents. For example, from documents that our customers provide to us related to the products and services that we offer to them.
- From our banking website(s) or banking mobile application(s). For example, we collect certain personal information when customers visit our banking website(s) or use our banking mobile application(s).
- From third parties that interact with us in connection with the services they perform for us. For example, from third parties that process debit card transactions.

**HOW WE USE YOUR PERSONAL INFORMATION**

We may use your personal information for one or more of the following purposes:

- **Fulfill or meet the reason for which the information is provided.** For example, if you provide us with personal information for us to service your loan, we will use that information to credit your account appropriately.
- **Provide you with information, products, or services that you request from us.** We may use your personal information to offer you a service, products, etc.
- **Improve, develop, and analyze our sites, services, and products.** We use your personal information using algorithms, analytics software, and other similar methods to analyze, improve, develop, or deliver our sites, products and services and develop new services, products, or features. We also use your information to analyze how visitors use our sites to improve, enhance, and personalize your experience.
- **Communicate with you about your service or product.** For example, we may provide you with email alerts and other notices concerning your account, or events or news, that may be of interest to you.
- **Carry out our obligations and enforce our rights arising from any contracts entered between you and us,** including for billing and collections.
- **Send marketing communications.** We may use your information to send you promotional communications about products, services, features, and options we believe may be of interest to you.

We may send communications via email, regular mail or may send push notifications via a mobile device. Push notification preferences are controlled in your device. We may also use your information to serve you ads or customized content online.

- **Respond to law enforcement requests and as required by applicable law, court order, or governmental regulations and, as necessary and appropriate, protect the safety and security of our business, services, and sites.** We may use your information to comply with laws, regulations, or other legal obligations, to assist in an investigation, to protect and defend our rights and property or the rights of third parties or enforce terms and conditions. We may also use your information to prevent suspected fraud, threats to our network or other illegal activities, prevent misuse or for any other reason permitted by law. We may use your personal information to protect our company, our affiliates, our customers, our network, and our sites.
- **Update or correct our records.** We may receive information about you from other sources, including publicly available databases or third parties from whom we have purchased data, and combine that information with other information we have about you to update our records. For example, we may obtain change of address information from public sources and use that information to update or correct your address information.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### HOW WE SHARE YOUR PERSONAL INFORMATION

We will only use or disclose your personal information for the purpose(s) it was collected and as otherwise identified in this notice. We do not sell your personal information to any other business or third parties for monetary or other valuable consideration. We may share your personal or other information with third parties for business purposes as follows:

- **Service providers:** Personal information may be shared with service providers who perform services on our behalf for a business purpose including providers that:
  - provide marketing and advertising, email, or other communication services,
  - provide services that support our online activities including providing tracking technologies, web hosting and analytics,
  - provide tax and accounting, legal services, delivery, and data enhancement services,
  - provide technology services and enhance security, privacy, and fraud protections,
  - provide analytics services or conduct research or actuarial studies, and
  - provide support to our operations.
- **Online marketing and advertising partners:** We may share personal and other information with third party online marketing and advertising partners or permit these partners to collect information from you directly on our sites to personalize online advertising.
- **Third parties in connection with a business transaction:** Personal information may be disclosed to third parties in connection with a corporate transaction, such as a merger, sale of any or all of our company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by an affiliate or third party, or in the event of a bankruptcy or related or similar proceedings.
- **Law enforcement, regulators, and other parties for legal reasons:** Personal information may be disclosed to third parties, as required by law or subpoena, or if we reasonably believe such action is necessary to:
  - comply with the law and the reasonable requests of regulators, law enforcement or other public authorities,
  - protect our or others safety, rights, or property, and
  - investigate fraud or to protect the security or integrity of our sites or any product or services.

## YOUR CALIFORNIA PRIVACY RIGHTS AND CHOICES

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

**Right to Access Your Personal Information:** You have the right to request that we disclose certain information about our collection and use of your personal information over the past twelve months including:

- the categories of personal information collected about consumers,
- the specific pieces of personal information we have about you,
- the categories of sources from where personal information was collected,
- the business purpose for collecting the personal information, and
- the categories of third parties with whom we share personal information.

**Right to Deletion of Personal Information:** You have the right to request we delete the personal information we collected, with certain exceptions. We will delete your personal information in response to a verifiable request unless needed for the following:

- To complete a transaction for which we collected the personal information, provide a good or service you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you,
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities,
- Debug products to identify or repair errors that impair functionality,
- Exercise free speech ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law,
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us,
- Comply with a legal obligation, including compliance with the California Electronic Communications Privacy Act, or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

**Non-Discrimination Rights:** You have the right not to receive discriminatory treatment by us for the exercise of your CCPA rights. Unless permitted by the CCPA, we will not (i) deny you goods or services, (ii) charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties, (iii) provide you a different level or quality of goods or services, (iv) suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

To better protect you and your personal information, we will only respond to access or deletion requests that we have been able to properly verify through our authentication processes. To verify your identity, you will be asked to provide certain information, which we will only use to verify your identity or authority to make the request. To submit the access or deletion rights described above, please submit a verifiable consumer request by one of the following methods:

- Call: 305-789-8077
- Email us at [contact@bradescobank.com](mailto:contact@bradescobank.com)

You may only make a verifiable consumer request for access twice within a 12-month period. The verifiable consumer request must provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative which, at a minimum, should include:

- Describe your request to allow us to properly understand, evaluate, and respond; and

- Provide sufficient information for us to verify you are the California resident whom we collected Personal Information or an authorized representative of such resident. The information you provide must include:
  - Confirmation of California residency;
  - Full name;
  - Address;
  - Email address; and
  - Other information that authenticates you (if a customer) or verifies you (if non-customer or authorized party).

\*Please note the address you provide must be a California address you have given to us in relation to your account.

We cannot proceed with your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

We endeavor to respond to a verifiable consumer request within 45 calendar days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will cover the 12-month period preceding receipt of the verifiable consumer request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. To protect your personal information, we will not provide specific pieces of personal information to you.

#### **COOKIES AND OTHER TRACKING TECHNOLOGIES**

Cookies are small files that capture information about your activity on this Site and are stored directly on your computer. The type of information gathered may include pages visited and time spent on the Site. No personally identifiable information is gathered or stored via cookies. We may use the information to display information more effectively, to personalize your online experience and to advertise our products via third party advertising partners. You can block cookies by configuring your device and browser settings accordingly. You will need to manage your cookie settings for each device and browser you use. Doing so, however, may result in diminished performance on the Site.

#### **LOG FILES**

Like many other web sites, our site makes use of log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring, exit pages, and number of clicks to analyze trends, administer the site, track user's movements around the site, and gather demographic information. IP addresses, and other such information are not linked to any information that is personally identifiable.

#### **OTHER AVAILABLE CHOICES**

**Email Marketing:** If you opt-out from receiving marketing emails, we may still send you non-marketing emails such as emails about your products or services, responses to your requests and inquiries, or notices of updates to terms and conditions or our privacy practices. To opt-out from receiving marketing and promotional emails, please email us at [marketing@bradescobank.com](mailto:marketing@bradescobank.com) or contact us at the following address **3011 Ponce de Leon Boulevard, PH2, Coral Gables, Florida 33134.**

#### **SOCIAL MEDIA, LINKS AND EXTERNAL SITES**

Links to other company's websites may be provided on our sites as a convenience to you. If you choose to go to these external websites, you will be subject to the privacy practices of those external websites – we are not responsible for the privacy practices of those websites. We encourage you to be aware when you leave our site

to read the privacy notices of every website you visit, as those privacy notices may differ from ours. Our Privacy Notice applies solely to the sites where this Privacy Notice appears.

### **INFORMATION SECURITY**

We use a combination of reasonable technical, administrative, and physical safeguards to protect your personal information. However, no website, mobile application, database, or system is completely secure or “hacker proof.” So, we cannot guarantee its absolute security. You are also responsible for taking reasonable steps to protect your personal information against unauthorized disclosure or misuse. We limit access to your personal information to those who need it to do their jobs. We comply with all applicable federal and state data security laws.

### **POLICY TOWARDS CHILDREN**

We do not knowingly collect personal information directly from minors. Any information we collect from minors is always with the consent of a parent or guardian. If you are under 16 years old, do not use or provide any information on our website or on or through our services.

### **SALE OF PERSONAL INFORMATION**

We do not engage in the sale of personal information. As noted elsewhere in this Notice, we may share personal information with other businesses for a variety of reasons, we do not share personal information for the sole purpose of receiving compensation for that information.

### **CHANGES TO OUR PRIVACY NOTICE**

We reserve the right to update or revise this Privacy Notice at our discretion and at any time. The date at the top of this page shows when this Notice was last revised. We will let you know when we update the Notice by changing the date or other appropriate means.