

AGREEMENT FOR THE JEP ONLINE COMPANIES SERVICE

The Savings and Credit Cooperative "Juventud Ecuatoriana Progresista" Ltd., represented by the one who signs, on one hand, from now on, the COOPERATIVE; and, on the other hand, duly represented by, this according to the documentation that it is accompanied and inserted, to whom from now on will be named the Partner/Client; when inside this instrument a joint mention is done to the finished participants of detailing, they will be named like the parts; the same that they are convenient in celebrating the present Agreement in accordance with the following clauses:

FIRST CLAUSE: ANTECEDENTS. –

- a. The COOPERATIVE has implemented and is able to offer the service called "JEP ONLINE COMPANIES", service that allows the partner/customer queries and transfers of money using different technological channels of communication.
- b. The "JEP online" service includes the set of queries and transactions to be detailed in the fifth clause of this agreement. The "JEP ONLINE COMPANIES" service user can access them via the web.
- c. The Partner/Client requires the provision of the service "JEP ONLINE COMPANIES".

SECOND CLAUSE: OBJECT.- Through this instrument, the parties agree to the provision of the service "JEP ONLINE COMPANIES", service to be provided

by the cooperative for the Partner/Client, according to the terms and conditions of this instrument.

THIRD CLAUSE: EXPLICIT DECLARATION ON MINIMAL TECHNICAL REQUIREMENTS FOR THE OPERATION OF THE SERVICE. – The

Partner/Client declares definitely to have been informed and therefore to know and to understand that the service “JEP ONLINE” will be able to be operated only in computers that are provided with the programs and technical specifications detailed next:

- a. Operating system Windows XP, Windows Vista, Windows 7, Windows 8
- b. Internet Explorer browser version from 6.0 from now on
- c. Internet connection with minimal speed of 56 kbps or superior
- d. Monitor minimum SVGA 14 ", recommended configuration 1280x720 pixels.

It constitutes an obligation of the Partner/Client, while the present agreement finds current to maintain in its computers, the programs and technical specifications earlier mentioned.

FOURTH CLAUSE: SECURITY ELEMENTS: To the access and use of the JEP ONLINE COMPANIES service, the partner/client, will be able to dispose of the following security elements:

- a. User Name: User defined by the partner/client at the time of registration, which is an element of security that will be used for authentication of entering the JEP ON LINE COMPANIES service.

b. Password: This is an alphanumeric code established by the partner/client and his unique knowledge, which allows the access to the JEP ONLINE COMPANIES Service.

C. OTP: (One-Time Password) unique security code generated by the JEP ONLINE COMPANIES system, notified to the partner/client through electronic mail pointed by the partner/client.

d. Token: An electronic device to be conferred, upon request to the partner/client, which allows the transactionality through the JEP ONLINE COMPANIES service. The partner/client will not be able to make transactions in the JEP ONLINE COMPANIE service if the Token has not been activated.

e. Soft Token: Software for mobile devices that may be employed, on request, by the partner/client, which allows the transactionality through the JEP ONLINE COMPANIES service.

The partner/client is the sole and exclusive responsible for the custody of his username, password, Token; and/or, Soft Token; same that are personal and non-transferable, and constitute an electronic signature that identifies the partner/client in the operations and transactions to be carried out through the JEP ONLINE COMPANIES service.

FIFTH CLAUSE: INQUIRIES AND TRANSACTIONS.- The Cooperative through the application "JEP ONLINE COMPANIES" will provide the Partner/Client the following services: (i) Payment of roles in favor of internal accounts and other institutions; (ii) Internal and other institutions transfers; (iii)

Payment to suppliers (internal and other institutions accounts); (iv) Revenue; (v) Cash with debit to the account; (vi) Virtual banking (balances, account and investment); and (vii) the other services that are implemented by the COOPERATIVE according to what is written on the attachments to be incorporated to this Agreement.

The transactions that involve or produce movement of money or other that the COOPERATIVE considers it so relevant, they may only be carried out using the respective **security code** which will be generated for each transaction and notified, upon notice of the partner/client, via email given by the partner/client. To be the case, if the partner/client has requested the delivery of the Token or Soft Token, he will be responsible for generating the security code that allows cover transactions through the service "JEP ONLINE COMPANIES".

The movements of money to be made by the partner/client will affect the accounts on which he covers transactions.

The COOPERATIVE reserves the right to interrupt or to suspend the availability of the service "JEP ONLINE COMPANIES" due to technical difficulties, safety or reasons that to the criterion of the COOPERATIVE prevents the fitting out of the service; being a faculty of the last one extending or restricting partially or completely, in a temporary or definitive form, the service "JEP ONLINE COMPANIES"; without for the effect, it must come up or sent notice or some notification up to knowledge of the Partner/Client.

SIXTH CLAUSE: EXPLICIT STATEMENT ON THE MANAGEMENT OF THE SERVICE AND RESPONSIBILITY OF THE PARTNER/CLIENT ON THE

SAME.- The Partner/Client expressly declares to have been informed and instructed and therefore knows and understands the use or management of the service "JEP ONLINE COMPANIES", service which can be accessed through the website of the COOPERATIVE: www.coopjep.fin.ec, whose mechanism offers the safety elements of access and transactional mentioned above.

The Partner/Client declares expressly that the email address given are his property and exclusive use, for which reason through this clause he requests and authorizes the COOPERATIVE to send all notifications and information it deems appropriate. That is that the COOPERATIVE is not guilty of any responsibility regarding to the use of the email mentioned earlier or the changes made, as well as, username and password assigned that are his absolute responsibility.

The partner/customer declares expressly that all instructions given through magnetic media, electronic mail, messages (SMS) text, electronic devices, and other media, under his identification; and personal key; they are issued by him and his exclusive responsibility; giving such instructions the quality of electronic signature, with all the effects that this implies, the tenor of the provisions in the Law of Electronic Commerce, its respective rules, and other relevant rules.

The CONTRACTING PARTY Partner/Client makes this statement, although magnetic media, electronic mail, electronic devices, personal password, codes

or acceptances under his identification, are unrelated to the autograph signature of the same or the registered in the COOPERATIVE.

The Partner/Client agrees that the instructions given by him, using the means referred to in the preceding paragraph, have implicitly, his will and consequently are valid, complete, correct, and irrevocable, so that the Partner/Client authorizes the Cooperative to proceed according to these instructions, without the need it is required by this, confirmation or any additional requirement.

The Partner/Client expressly declares that the origin of the funds subject to the transactions to be operated through the service here contracted have a lawful origin permitted by the laws of the Ecuador; and, they are not intended for any illegal or unlawful activity. Accordingly, the Partner/Client exempts the COOPERATIVE of all responsibility including to third parties, if this statement was false or erroneous.

In the case of loss or misplacement of the key of the user, the Partner/Customer in safeguarding his interests, it is obliged to immediately change it, and he must inform the COOPERATIVE on this matter through various established channels for the effect; being responsible for the transactions that may be made up to 48 hours after that the COOPERATIVE has received a written notice signed by the Partner/Client about this matter.

SEVENTH CLAUSE: PROPERTY.- The parties are hereby stated that the software which allows the "JEP ONLINE COMPANIES" service, and the operation thereof, is the exclusive property of the COOPERATIVE; being the

faculty of the latter to prevent the use of this software when it considers relevant.

EIGHTH CLAUSE: ABOUT THE TRANSACTION LOG AND THE "JEP

ONLINE COMPANIES" SERVICE.- The JEP ONLINE COMPANIES service will be offered from 06.00 am to 07.00pm 24 hours a day, seven days a week (24/7).

The users of the "JEP ON LINE COMPANIES" service will be able to update information in it after 07.00pm. However, the approval of the transaction and respective accreditation, if this is possible, only may be done from 06.00am of the following day.

The records of transactions and inquiries will be done by the COOPERATIVE, in the way they operate their processes at the time of registration and accounting.

NINTH CLAUSE: DURATION AND TERM.- The parties involved agree that this contract will take effect from the date of its subscription, further stipulating that the term of the same is undefined; however, they agree the faculty of the Partner/Customer to terminate unilaterally this convention at any time sufficient for the effect the single notification from the Partner/Client to the COOPERATIVE.

TENTH CLAUSE: COSTS.- The COOPERATIVE will establish the costs of the service here employed, and shall carry out the relevant communication and

dissemination of the same through the media that the regulatory body may prescribe to the effect.

ELEVENTH CLAUSE: OBLIGATIONS OF THE PARTNER/CLIENT. - In

addition to the obligations contained in this document, the Partner/Client undertakes specifically to:

- a. To select carefully to the administrator (s) or user (s) that will operate the "JEP ON LINE COMPANIES" service as well as the type operations that the authorized persons may perform.
- b. To establish internal controls necessary in order to prevent unauthorized third parties to operate "JEP online COMPANIES", service without prejudice to the responsibility that assumes the customer/partner for such transactions.
- c. To implement the recommendations related to how to operate and assurances of the "JEP ONLINE COMPANIES" service.
- d. To preserve and maintain in absolute reserve, as appropriate, the user, password, key and/or security code, OTP, Token or Soft Token that allow access and use of the JEP ONLINE service. The effects that may cause the access to the Partner/Client's username, password, key and/or security code, OTP, Token or Soft Token by third parties are of exclusive responsibility of the Partner/Client.
- e. To inform the COOPERATIVE as soon as he becomes aware that the security elements provided have been or may have been compromised, lost, or stolen.

TWELFTH CLAUSE.- RESPONSIBILITY.-

The Partner/Client declares in an explicit, free, and voluntary way to have been expressly informed and educated. This prior to the signing of this Convention on his obligation to preserve and maintain in absolute reserve, as appropriate, the user, password, key and/or security code, OTP, Token or Soft Token that allow access and use of the JEP ONLINE COMPANIES service. The effects that may cause the access to the Partner/Client's username, password, key and/or security code, OTP, Token or Soft Token by third parties are of exclusive responsibility of the Partner/Client.

The Partner/Client is the only and exclusive person responsible for the inquiries and/or transactions carried out by means of the use of the "JEP ONLINE COMPANIES" service" with his user, password, key and/or safety code, OTP, Token or Soft Token that allows the access and use of the service.

The Cooperative "Juventud Ecuatoriana Progresista" Ltd. does not assume any responsibility when the Partner/client cannot carry out his transactions, records, or inquiries for occasional or appellant damages of the equipment or for partial or total suspension of the service.

The Partner/client accepts that he will be the only person responsible for damages that the inappropriate use of the service causes. In the case of doing

fraudulent actions that harm the correct functioning of the system, the Cooperative will be able to initiate the legal actions that it considers to be suitable.

The COOPERATIVE will not be responsible for the misuse of the "JEP ONLINE COMPANIES" service by the Partner/Client, the administrators, or the users authorized by him in the annex and/or the use made with the security elements of the "JEP ONLINE COMPANIES" service, by any of these. The Partner/Client responds or will respond to any fault by the operations ordered to the COOPERATIVE using the "JEP ONLINE" service if it was registered using the above mentioned security elements. For this purpose, the Partner/Client accepts from now as proof of the operations or transactions made, the records that will be originated under the Partner/Client's ID and key previously validated by the system recognizing as accurate such records and lists that the COOPERATIVE originates.

The cooperative will not be responsible for damages of any nature suffered by the Partner/Client as a result of: (i) an impossibility, delay or deficiency in the implementation of the internal operations of the Partner/Client; (ii) a poor transmission of data or operations registered in the computer of the Partner/Client; (iii) technical or communication failures; (iv) deficiencies in the settings of the Internet browser or with cause in other software installed in the Partner/Client's computer; (v) in the event of force majeure, fortuitous case or

strange cause that at a time it can cause damage to the Partner/Client; (vi) in the event that the operations cannot be carried out by causes attributed to the Partner/Client such as lack or insufficient funds in his accounts, blocked, foreclosures, inactive accounts, or by improper operation of the "JEP ONLINE COMPANIES" service, damages in the communication and data transmission systems, or others which are out of the control of the COOPERATIVE; (vii) by mistake in the process of the operations carried out by the receiving financial institution; (viii) by the absence of response from the receiving financial institution regarding the acceptance or rejection of the operations, (ix) in the event that receiving financial institution rejects the operations by one or some of the causes listed below: closed account, invalid account, order of no payment, blocked account, inactive account, duplicated transaction; and other causes that are informed by the financial institution. (x) frauds or tampering in the operations ordered by the Partner/Client attributable to him.

The cooperative may refrain from processing any operation duly requested by the Partner/Client when the recipient of the same, or its originator are natural or legal persons or that are included in either the national or international lists of people associated with money laundering or the financing of terrorism, or as set out in the internal procedures of the COOPERATIVE in relation to the prevention of money laundering and financing of terrorism.

The Partner/Client in an explicit, free, and voluntary way exempts the "JUVENTUD ECUATORIANA PROGRESISTA" LTD. Savings and Credit

Cooperative of any responsibility related to a possible claim, demand, loss, damage, costs, and expenses in reason for the failure of the obligations that are from and correspond to this instrument. The Partner/Client expressly waives any right or cause that could boost against the COOPERATIVE in attention to such compliance.

THIRTEENTH CLAUSE: ADDRESS, JURISDICTION AND COMPETENCE.-

The parties set as their place of domicile, the place of conclusion of this agreement. For evidence of the herein sign parts in two copies of equal tenor and value, in the city of.....on, 20...

BY THE PARTNER/CUSTOMER

BY THE COOPERATIVE