

I/we request a Check Card from my/our Account at Banco de Bogotá, S.A., Miami Agency ("Bank"):

Solicito/Solicitamos se expida una tarjeta débito de mi/nuestra cuenta con Banco de Bogotá, S.A., Miami Agency ("Banco") para los siguientes

Type of Card: (bin) Gold (Dorada)
Clase de Tarjeta

Accountholder information
Información del titular de la cuenta

Type of Account:
Clase de cuenta

Account Name/Nombre de la cuenta

Account Number/Número de la cuenta

Demand Deposit (Cuenta Corriente)

Money Market Money Market

Savings (Ahorros)

Now

Address/(Dirección)

City/(Ciudad)

State/Province/(Estado/Departamento)

Country/(País)

Zip Code/(Zona Postal)

Email



Authorized cardholders (list each person that should receive a check card, including yourself)

Personas autorizadas (enumere cada una de las personas que recibirá una tarjeta débito, incluyéndose usted):

Authorized Cardholder 1 (Primera persona autorizada)

Last Names/Apellidos completos

Names/Nombres completos

ID No./No. de identificación

Mobile number/Número de celular

Signature of Cardholder #1/Firma #1

Email

Date/Fecha

DD

MM

YYYY

Authorized Cardholder 2 (Segunda persona autorizada)

Last Names/Apellidos completos

Names/Nombres completos

ID No./No. de identificación

Mobile number/Número de celular

Signature of Cardholder #2/Firma #2

Email

Date/Fecha

DD

MM

YYYY

Authorized Cardholder 3 (Tercer persona autorizada)

Last Names/Apellidos completos

Names/Nombres completos

ID No./No. de identificación

Mobile number/Número de celular

Signature of Cardholder #2/Firma #2

Email

Date/Fecha

DD

MM

YYYY

Representations/ Authorizations
(Representaciones / Autorizaciones)

I/we have received a copy of the CHECK CARD AGREEMENT AND DISCLOSURE STATEMENT which I/we have reviewed. The terms of the CHECK CARD AGREEMENT AND DISCLOSURE STATEMENT, as amended from time to time, shall govern all matters pertaining to the CHECK CARD, the Transactions effectuated through the CHECK CARD and to the Account in respect to the CHECK CARD and Transactions effectuated through the CHECK CARD.

Yo/nosotros hemos recibido una copia del "Check Card Agreement and Disclosure Statement" el cual yo/nosotros he (mos) revisado. Los términos del "Check Card Agreement and Disclosure Statement", incluidas sus modificaciones posteriores, en las cuales regirán todos los asuntos relacionados con la tarjeta "Check Card" y las transacciones que se efectúen por medio de "Check Card".

By signing below, I/we request the use of the CHECK CARD for making Transactions from ATMs and/or Point-of-Sale-terminals, or for purchases at participating merchant locations. I/we further request that Bank issue a CHECK CARD to each the authorized person(s) named above. I/we covenant that authorized CHECK CARD holders are also authorized signers on the Account.

Firmando a continuación, yo, (nosotros) solicito (amos) el uso de la tarjeta "Check Card" para hacer transacciones en cajeros automáticos y/o en las terminales de puntos de venta o para comprar en lugares que participen. Yo/Nosotros solicitamos al Banco que expida una "Check Card" a cada una de la (s) persona (s) autorizada (s) arriba mencionada (s). Yo/nosotros declaro (amos) que las personas aquí autorizadas para el manejo de la Cuenta a través de la tarjeta "Check Card" se encuentran autorizadas para manejar la Cuenta a través de la misma.

Mailing address for sending debit card and/or PIN different than the registered address.
(Dirección para envío de tarjeta débito y/o el PIN si es diferente a la dirección registrada.)

For Ban use only (Para uso exclusiva del Banco):

Submitted By (Bank Officer)

Date/Fecha

DD	MM	YYYY
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Approved
Aprovado

Denied
Denegado

By: Senior Manager Personal Banking

Date/Fecha

DD	MM	YYYY
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Reason for denial (if applicable):

Check Card Agreement and Disclosure Statement

The undersigned, jointly and severally if more than one, in consideration for the issuance of an automated teller machine/point-of-sale check card by Banco de Bogotá, S.A., Miami Agency agrees to be bound by this Check Card Agreement and Disclosure Statement ("Agreement").

Definition of Terms.

The following definitions apply to the terms used in this Agreement: "Automated Teller Machine (ATM)" and "ATM Terminal" means any terminal at which you can use your Card together with your PIN to perform Transactions; "Account" means the account at Bank designated on the Application for your Card and which you have specifically designated to be debited for Transactions on your Card; "Bank" means Banco de Bogotá, S.A., Miami Agency; "Business Day" means Monday through Friday, except for legal holidays; "Card" means the VISA® check card and any duplicates, renewals, or substitutes the Bank issues to you for the purpose of accessing the Account through an ATM, Point of Sale transaction or for purchases at merchant locations; "Customer," "You" and "your" mean each and all of those who agree to be bound by the Agreement; "EFT" Electronic Transfer" or "Transfer" means any transfer of funds that is initiated through an electronic terminal from one of your Accounts, including a withdrawal of cash, a debit, or other transfer; "PIN" means the personal identification number used to perform a transaction with the Card; "Point-of-Sale (POS)" means the location in a merchant establishment where consumers pay for goods and services; "POS Terminal" means an electronic automated or unattended terminal that may be used to directly purchase goods and services without the use of any additional medium of exchange. "Transaction" means any electronic funds transaction made with the Card we issue, and our financial Bank.

Issuance of Card.

You have requested the Bank to issue a Visa® Card that can be used to access funds in your Account through participating ATM or POS electronic network locations accessible to VISA®/Check cards. The Bank will issue you a Card that must be used with the Card Transactions stated in the notice. The use of the Card is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card.

Use of Card and PIN.

The Card and PIN number are provided solely for your use and protection. DO NOT REVEAL YOUR PIN NUMBER TO ANYONE ELSE OR WRITE IT DOWN WHERE IT IS AVAILABLE TO OTHERS. You shall at all times (1) safely keep the Card and PIN number and not permit any unauthorized person to use them; (2) not provide the PIN number on the card or otherwise disclose or make it available to anyone else; and (3) use the Card, PIN number and terminal only for the purposes for which they were intended. The Bank may automatically renew your Card and PIN in violation of this Agreement; you agree to assume full responsibility for such use and will be entitled to charge your Account for all such Transactions you sustain.

Responsibility for Transactions.

You are responsible for all Transactions you make with the Card and for all use of the Card by anyone else to whom you provide the Card. If the Account is a joint account, all Transactions involving the Account are binding on all Account holders. To maintain your transactions within the established limits you must agree not to exceed the posted limit amounts on a Transaction and the Bank has no monitoring obligations to stop any payment request you agree to the withdrawal from the ATM or POS Transaction Services. You may use the Card with the PIN to pay merchants in person. Some of these services may not be available at all terminals.

Limitations on Usage of Card.

Limitations apply to the U.S. Dollar amount of ATM cash withdrawals and Point-of-Sale Transactions, respectively that you conduct through the Card. There is no tion of exemptions within the ATM withdrawal limits. ATM cash withdrawals can be done in Colombia Bank ATM machines with a limitation fee as specified from time to time in the Bank's Service Fee Schedule.

Fees for Transactions.

In consideration for the issuance and use of the Card, Bank may impose initially a fee as specified in the Bank's Service Fee Schedule. The service fee shall be automatically charged on a monthly basis to those Accounts.

ATM Terminal.

When you use an ATM and owe the Bank money, we may deduct what you owe us from any available balance in the Account, including any other ATM or POS Terminal, to make a balance inquiry, and by network used for proprietary application of such transaction. You shall be required to pay any and all fees as disclosed by the Bank related to any service you use. In addition, to the payment of the Bank's fee, attention, to the provision by which we notify you of overdrafts, and by which you will be required to immediately pay any overdraft.

Stop Payment of Transactions.

You may receive an output at the time you make any transaction or inquire about your Account at any participating ATM or POS Terminal. We strongly urge you to retain all transaction receipts for reconciliation. You will receive one receipt at the time you make any transaction or inquiry from the Card. Retention of such receipts will be useful in resolving any questions you may have concerning your Account.

Restrictions on Transactions.

You may not use your Card for any illegal transaction. You agree to comply with the terms of the Bank's agreement with you and all applicable law.

Disclosure of Information to Third Parties.

The Bank will disclose information to third parties about your Account or the Transactions you make: (1) where it is necessary for completing Transactions; (2) to verify the existence or condition of your Account for a third party such as a credit bureau or merchant; (3) to comply with government agency or court orders; (4) if you give us written permission; (5) for purposes of investigating possible errors; (6) for purposes of collecting, adjusting, settling or reporting your Account if overdrawn; or (7) as otherwise permitted or required by applicable law or regulation.

Report of Unauthorized Use of Card/PIN or of Unauthorized Use of Card/PIN.

You must tell us AT ONCE if you know or suspect that your Card or PIN has been lost or stolen or if you know or suspect that your PIN's information has been used by any unauthorized person. Similarly, you must tell us AT ONCE if you know or suspect any unauthorized use of your Card or PIN. To report a lost or stolen Card or PIN if you are unauthorized or use of your Card or PIN, at any time during any day, call 1-800-307-2120 in the USA or (305) 420-4200 in Miami, Florida. Telephoning us about such knowledge or suspicion is the fastest and best way to minimize your potential losses.

Liability for Unauthorized Transactions.

If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than U.S. \$50 if someone used your Card or PIN without your permission.

If you do not tell us within two (2) Business Days after learning of the loss or theft of your Card or PIN, and it can be proven that you could have prevented someone from using your Card or PIN without your permission, you could lose as much as U.S. \$500.

If your regularly monthly Account statement shows electronic transfers or other transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after we send you the first statement in which the problem or error appeared, you may not recover any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time.

Returned to Honor Card.

The Bank is not liable for the refusal of any electronic terminal to honor the Card, to complete a Transaction or to complete a withdrawal from your Account, or for their retention of the Card. The Bank is also not responsible for the refusal of any merchant or financial institution to honor the Card, to complete a Transaction or for their retention of the Card.

Preauthorized Transfers.

If you have told the Bank in advance to make regular payments out of your Account, you can stop any of these payments by calling us at least three (3) Business Days before the payment is scheduled. If you order us to stop one of these payments, and we do not do so, we will be liable for your losses or damages.

Stop Payments for Preauthorized Transactions.

You may stop any preauthorized Transaction that is regularly scheduled to be charged to your Account by notifying us at least three (3) Business Days or more before the Transaction is scheduled to be made and charged against your Account.

Liability for Failure to Complete a Transaction.

If the Bank does not complete a Transaction involving your Card or Card online in the correct amount and according to the Bank's agreement with you, the Bank will be liable for your losses or damages. However, the Bank will NOT be liable when:

- 1.If through no fault of the Bank you do not have enough readily available funds in your Account to complete the Transaction in full.
- 2.If you are over your privilege with the Bank and the Transaction would exceed your account privilege limit.
- 3.If the ATM where you are making the Transaction does not have enough cash.
- 4.If the ATM or network terminal or circumstances beyond our control (such as fire or flood) prevent the Transaction from occurring, despite reasonable precautions that we have taken.
- 5.If your Account is subject to legal process or another claim or encumbrance, including uncollected funds, affecting the availability of funds in your Account.
- 6.If you have knowingly engaged in fraud related to the Card.
- 7.If you have previously reported a lost or stolen Card or PIN or unauthorized use of your Card or PIN.

The Bank has no obligation to honor any credit if your Card or PIN have been lost or stolen. For pre-authorized Transactions, if through no fault of the Bank, the payment information for a preauthorized Transaction is inaccurate, the Bank shall not be liable.

Other Limitations on Bank's Liability.

In all cases of EFT failure (not covered by the above), the Bank will not be liable for special, consequential, punitive or exemplary damages.

Foreign Transactions.

If you initiate a Transaction that is initiated in foreign countries and/or foreign currency, it will be charged to your Account in U.S. Dollars. The conversion rate will be at: (i) the wholesale market rate, or (ii) the government-mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by one percent (1%).

Account Agreement.

All Transactions covered by the Agreement are also subject to the terms and conditions of the Account Agreement that governs the Account, except as modified by this Agreement.

Termination and Our Rights.

The Bank reserves the right to cancel your Card at any time and to terminate your privilege of using the Card at any time and to withhold approval of any Transaction at any time. The Card remains the property of the Bank and shall be immediately surrendered by you to the Bank or destroyed upon request.

Posting of Transactions

Unless otherwise posted, transactions posted through electronic banking terminal after 6:00 p.m., Eastern Standard time, on a Business Day will normally be posted as of the next Business Day.

Billing Rights: Notices

In case of Errors or Questions About Your Card:

Telephone us at 1-800-317-6200 in the U.S.A. or (305) 442-0408 from abroad, or write us at:
701 Brickell Avenue, Suite 1460, Miami, Florida 33131.

Notify us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than **sixty (60) days** after we sent the **FIRST** statement on which the error appeared.

When you contact us:

1. Give your name and Account number.
2. Describe the error or the Transaction you are unsure about, and explain as clearly as you can, why you believe it is an error, or why you need more information.
3. Tell us the U.S. dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days.

We will tell you the results of our investigation within ten (10) Business Days (20 Business Days for POS Transactions or if the Transaction was initiated outside the State of Florida) after we hear from you and will correct any error promptly.

6. If we need more time, we may take up to forty-five (45) days (90 days for POS Transactions or if the Transaction was initiated outside the State of Florida) to investigate your complaint or question.

If we decide to do this, we will recredit your Account within ten (10) Business Days (20 Business Days for POS Transactions or if the Transaction was initiated outside the State of Florida) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) Business Days, you may not receive your Account recredit.

If we decide that there was not an error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Card Replacement

We will not issue a replacement for the use of the Check Card Transaction on the basis that the goods or services purchased with the Card were defective, not delivered, or otherwise not as promised.

Expiry Agreement

When the goods ship, cash advance, or other slips that you sign or receive when using the Card or the Account may contain different terms. This Agreement is the sole agreement that applies to the Card and to all Transactions involving the Card.

Choice of Law

Your rights and obligations concerning the Card and Transactions are subject to the rules as adopted from time to time by the funds transfer system used to conduct the Transaction. The Bank may use any and all fund transfer Acts.

The systems and their corresponding rules and regulations include, but are not limited to the following:

- The Electronic Funds Transfer Act
- The Truth-In-Lending Act
- Automated Clearing House Operating rules of the National Automated Clearing House Association, construed in accordance with and governed by the law of the State of Florida (for Transactions not subject to the EFTA),

Federal Regulations and applicable Federal Reserve Bank Operating Circulars.

Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The laws of the State of Florida shall govern.

Disclosure of Information

The Bank or its employees may disclose to third parties information about your Account:

1. Where it is necessary for completing a transaction;
2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us your written permission.

Fees and Services

Fees for services associated with electronic banking Transactions are outlined in the Bank's Service Fee Schedule provided at the time your Account was opened, as amended from time to time.

Miscellaneous

This Agreement and the transactions between you and the Bank contemplated hereby shall be construed and governed in accordance with those federal and Florida laws and regulations applicable to Bank.

Waiver of Trial by Jury

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATE TO, THIS AGREEMENT AND ITS SUBJECT MATTER, THE CARD, ANY TRANSACTION AND ANY ACCOUNT OF CUSTOMER AT BANK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ISSUANCE AND USE OF THE CARD.

Miami, Florida, USA _____ 20 _____

MIAMI 5334B.S

The Spanish translation is for your information and convenience only. The English version constitutes the legally binding version and, in the event of any inconsistency with the Spanish translation, shall prevail.

La traducción al español es únicamente para su información y facilidad de entendimiento. La versión en inglés constituye la versión dispositiva y jurídicamente vinculante y, en caso de cualquier inconsistencia con la traducción al español, la versión en inglés será la versión determinante.