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5. **User Information.** In the course of your use of the Website and/or the services made available to you on or through the Website, you may be asked to provide us with certain personal information (from now on referred to as "User Information"). ProCredit Bank S. A.'s information collection and use policies regarding the privacy of such User Information are outlined in the Privacy Policy of the Website, which is incorporated herein by reference for all purposes. You acknowledge and agree to be solely responsible for the accuracy of the content of the User Information.
6. **Prohibited User Conduct.** You warrant and agree that, while using the Website and the various services and items offered on or through the Website, you will not: (a) Make use of personal information from third parties; (b) attempt to gain unauthorized access to other computer systems through the Website; (c) attempt to obtain further information through the use of unauthorized software to collect e-mail addresses, wireless addresses or other personal or contact information, or through any other automatic means of obtaining user lists or other information through the Website, or the services offered; including, without limitation, any information on any server or database related to the Website or the services offered through it; (d) obtain or attempt to gain unauthorized access to computer systems, materials or information by any means; (e) use the Website or the services made available to it on or through the Website in any way with the intent to interrupt, damage, disable, overload, or impair the Website or such services, including, without limitation, sending of unsolicited bulk messages or "flooding" servers with requests; (f) use the Website or the services or articles of the Website in violation of intellectual property or other legal or economic rights of ProCredit Bank S. A. or any third party; (g) use the Website or the services of the Website in violation of any applicable law. You further agree not to attempt (or encourage or support the attempt of another person) to trick, destroy, decode, or otherwise alter or interfere with the Website or the Website's services, or any content thereof, or to make any unauthorized use thereof.
7. **Public Forums.** ProCredit Bank S. A. may have messaging services, chat services, news boards, blogs, forums and other services available on or through the Website. In addition to any other rules and regulations that we may publish with respect to a particular service, you agree not to upload, report, transmit, distribute or otherwise publish through the Website or any service or article made available on or through the Website, any material that (i) restricts or inhibits any other user from using the Website or the services of the Website, (ii) is fraudulent, illegal, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iii) constitutes or encourages conducts that could constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (iv) violates, plagues, or otherwise infringes any local, state, national, or international law, (v) contains a virus, spying element or other harmful components, (vi) contains fixed links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitutes or contains indications of origin, endorsements or statements of false or misleading facts. You further agree not to use the identity of any other person or entity, whether real or fictitious, including any person of ProCredit Bank S. A. You also may not offer to buy or sell any products or services in or through your comments posted on our forums. Only you are responsible for the content and consequences of any of your activities.
8. **Indemnification.** You undertake to defend, indemnify and hold ProCredit Bank S. A., and the directors, officers, employees and agents of ProCredit Bank S. A. and its affiliates, harmless from and against any claim, liability, costs and expenses of any nature, including attorney's fees, incurred as a result of

your use of the Website, your posting or transmission of any message, content, information, software or other materials through the Website, or your breach or violation of the law or these Terms and Conditions. ProCredit Bank S. A. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such event, you agree to cooperate with ProCredit Bank S. A. in defending such claim.

9. **Applicable Laws.** We control and operate the Website from our offices in Germany and Ecuador. People who choose to access the Website from other locations will do so on their initiative and are responsible for compliance with local laws. All parties subject to these terms and conditions waive their respective rights to a judicial proceeding before the ordinary courts.
10. **Term.** ProCredit Bank S. A. may terminate, change, suspend or discontinue any aspect of the Website or the Website services at any time. ProCredit Bank S. A. may restrict, suspend or terminate your access to the Website and/or its services if we believe that you may be in breach of our terms and conditions or the applicable law, or for any other reason without notice or liability. ProCredit Bank S. A. maintains a policy that provides for the termination, in appropriate circumstances, of Website usage privileges for users who are infringed upon concerning intellectual property rights.
11. **Changes to Terms of Use.** ProCredit Bank S. A. reserves the right, in its sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time. Changes to the Terms and Conditions will be effective upon posting. Your continued use of the Website and/or the services made available on or through the Website after any changes have been posted shall be deemed an acceptance of those changes.
12. **Miscellaneous.** The Terms and Conditions and the relationship between you and us shall be governed by the laws of Ecuador, without regard to conflicts of law provisions. In the event of disputes or differences arising out of this contract, the parties renounce ordinary justice and submit to the competence and jurisdiction of the Arbitration and Mediation Center of the Chamber of Commerce of Quito. The parties agree that in the event of divergences between them, for reasons or on the occasion of this contract, they may proceed to mediation, for that purpose the parties shall have ten (10) working days from the date on which either of them request the other in such sense, term that may be extended by mutual agreement. In the event that the dispute is not resolved through this procedure, the parties submit their disputes to the resolution of an Arbitration Court of the Chamber of Commerce of Quito that will be subject to the provisions of the Arbitration and Mediation Law, the Rules of the Arbitration and Mediation Center of the Chamber of Commerce of Quito and the following rules:

The Tribunal will consist of three arbitrators, two will be chosen by each party, and the third will be assigned by the Arbitration and Mediation Center of the Chamber of Commerce of Quito. The parties waive their ordinary jurisdiction, agree to abide by the award of the Arbitral Tribunal and undertake not to appeal against the award. For the enforcement of interim measures, the Arbitral Tribunal is empowered to request the assistance of public judicial, police and administrative officials without the need for any ordinary judge. The arbitration proceedings shall be confidential. The place of arbitration shall be at the facilities of the Arbitration and Mediation Center of the Chamber of Commerce of Quito. The arbitration shall be in law. The costs will be borne by whoever ends up being sentenced.

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This Privacy Policy sets out the terms under which ProCredit Bank S. A uses and protects the information that is provided by its users when using their website. ProCredit Bank S. A. is committed to the security of its users' data. When we ask you to fill in the personal information fields with which you can be identified, we do so by ensuring that it will only be used by the terms of this document. However, this Privacy Policy may change from time to time or be updated, so we encourage you to review this page on an ongoing basis to ensure that you agree to such changes.

Collected Information

Our website may collect personal information such as name, contact information such as your email address and demographic information, contact numbers. Specific information may also be required to complete the application process for financial products offered by ProCredit Bank S. A. when necessary.

Use of Collected Information

Our website uses the information to provide the best possible service to its Customers.

ProCredit Bank S. A. is highly committed to keeping your information secure. We use the most advanced systems and constantly update them to ensure that there is no unauthorized access.

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We reserve the right to change the terms of this Privacy Policy at any time.