



Virtual Assistant

Terms and Conditions and Privacy Policy

The Virtual Assistant service is provided by Banco Davivienda (Costa Rica) S.A., hereinafter DAVIVIENDA, and may be accessed by any DAVIVIENDA CLIENT that has previously signed with DAVIVIENDA the corresponding contract to execute transactions by means of the Online Banking Contract.

Of the Service

The Virtual Assistant Service is a service by which the CLIENT, using voice commands, may consult account balances and execute money transactions in real time with accounts previously registered in the Davivienda Online Banking system and added to the “Favorites” section.

- To be able to access the service, the CLIENT must comply the following requirements:
 - Have an account with Davivienda in national or foreign currency.
 - Activate the Davivienda Online Banking system.
 - Own a Smartphone with an Android or IOS system.
 - Accept the Virtual Assistant privacy policy and its terms and conditions and subscribe all the additional information required by Davivienda for such purposes.

- The CLIENT, by means of its Smartphone, will give voice commands to the Virtual Assistant to be guided into the login page of Davivienda Online Banking. To start session, the CLIENT will manually enter its user and password. **Once the session is started it will remain open for 24 hours**, however, Davivienda may vary this term for security reasons. The CLIENT must restart session once this term has expired and during the term the session is active, the CLIENT must reinforce the security measures of its device.
- Within the Virtual Assistant, the CLIENT may perform the actions published in its privacy policy, and its terms and conditions.
- The service allows clients to make transfers for the maximum amount allowed in Online Banking and the applicable fees are the same as the ones that apply in Online Banking.
- Debits for transactions executed through this means, may not be reversed.
- The CLIENT accepts that it may only perform transactions using the Virtual Assistant if its related account is active without any type of blockage or restriction that prevents its use.
- The service may be used in the countries indicated in the Privacy Notice published in www.davivienda.cr .



- Davivienda will not be liable for damages caused to the CLIENT for transactions performed through this service including (but not limited to) when these have been executed by third parties with or without the consent of the CLIENT or for damages caused because of its negligent or reckless use, or in the event of fraud, theft, loss, or robbery of the device used to access the Virtual Assistant.
- Any claim or dispute must be processed through the customer service channels: telephone or branches. Once the claim has been filed, Davivienda will start the investigation process of the transaction to validate the claim and will provide a resolution to the CLIENT.

By using the Virtual Assistant service through any of the channels enabled by the Bank for such purposes, the CLIENT accepts the terms and conditions and the privacy policy set forth in this document for said service, and said document may be revised and modified at any time by Davivienda.

Conditions of Use

Davivienda, reserves its right to modify the Virtual Assistant without previous notice. The CLIENT agrees not to use devices, software, or any other means that could interfere both with the activities and/or operations of the Virtual Assistant and/or of Davivienda, as well as with the databases and/or information contained therein.

The CLIENT agrees that it will be liable for any intrusion, attempt, violation, or activity that goes against the laws on copyrights, intellectual property, bank secrecy, and/or prohibitions stipulated herein and Davivienda will have the right to exercise all pertinent legal actions against it. Likewise, in such a case, the CLIENT will have to pay damages caused to Davivienda. The CLIENT agrees that any security violations to computer and/or network systems are prohibited and may lead to a crime or civil liability. The Virtual Assistant is for the exclusive use of the CLIENT; therefore, the CLIENT may not profit in any way with the financial services offered therein.

Confidentiality

All the information that Davivienda collects from the CLIENT is treated with absolute confidentiality pursuant to the applicable legal provisions.

Rights of the CLIENT

- To contact DAVIVIENDA through the channels set forth herein to know, update, and/or rectify its Personal Data. This right may be executed, among others, before partial, inexact, incomplete, or fractioned data that may induce to errors or for data whose use has been expressly prohibited or has not been authorized.
- To revoke the authorization and/or request the elimination of data when its use does not respect the constitutional and legal warranties, principles and rights. This right does not



apply when, by provision of Law, Davivienda is required to keep the information, or else, when it is mandatory to keep the commercial relation and to be able to contact the CLIENT.

Object of the Use of Data

The purposes of the Use of Personal Data provided by our clients are:

- **Mandatory** (i) To develop the processes that are required to adequately provide the hired products and/or services. (ii) To develop, keep, improve, and deepen the contractual relation, including the offering of new products and/or services related to the hired products and/or services. (iii) To update the provided data with the information that is available in the Information Operators or in any other person, entity, or organization that handles or manages databases with legally defined purposes for this type of entities. (iv) To share information with its Local and International Financial Group, parent company, and other related companies. (v) To share data related to financial information, including the use and update of contact information, with firms that specialize in collection tasks, to initiate collection procedures of obligations and other services deemed needed or supplementary; as well as for handling an expired portfolio using the judicial mechanisms and out-of-court procedures allowed by the legal system. (vi) To evaluate the financial solvency of the debtor, its payment behavior, the collection of corresponding fees, rates, and charges, both prejudicial as judicial, if any. (vii) To comply regulatory provisions.
- **Non-Mandatory.** To develop activities to know the business profile of the client and business, advertising, and marketing campaigns related to products and services of Grupo Financiero Davivienda (Costa Rica) S.A. and its business allies that may supplement or enrich the offer of said products and services, that will be promptly revealed to clients and users. Among such purposes are the following: (i) to perform statistical or behavioral studies about tastes and preferences regarding the hired products and/or services; (ii) to execute commercial researches to identify the needs and tastes to be satisfied by the hired products and/or services, and (iii) to provide information about events, novelties, promotions, advertisements, and loyalty programs by email, postal mail, landline telephone, cell phone, fax, SMS, MSM, social media, or similar means; (iv) to measure the satisfaction levels regarding the hired products and/or services.

Davivienda Mailing Privacy

Scope of the Privacy Policy

This Privacy Policy is about the use that we make of the personal information provided by the CLIENT exclusively to Davivienda when using our services.

Collection and Use of Information



- Davivienda may invite, communicate, and notify the CLIENTS of the Virtual Assistant by sending mails and using banners with information and promotions of Davivienda products and services, to visit Davivienda sites, and to participate in promotions and/or special events.
- Davivienda will also receive and register information automatically sent by the browser that you use, including your IP address (Internet Protocol), operating system data, name and version of your browser, type of connection, screen resolution, language, color palette, and Java version.
- Davivienda will use this information to customize advertisements and the email content according to THE CLIENT.

Linked Sites

Any connection to other sites, whether by means of links, frames, or in any other way, that has not been expressly authorized by Davivienda, is prohibited. Davivienda reserves its right to deactivate from the Virtual Assistant any unauthorized link or frame. Likewise, Davivienda assumes no liability for the content of any site linked to the Virtual Assistant. In the same manner, the CLIENT acknowledges that any access to other linked sites will be at its sole responsibility and, in this act, it releases Davivienda from any liability that may derive from any matter related to said access.

Goods and Services of Linked Third Parties

In regards to information about goods and/or services that are offered by means of the Virtual Assistant by third party sites that are linked to the Virtual Assistant, these are provided by persons or companies that are independent from Davivienda; thus, the offering supplier is solely liable for them and under no circumstance will Davivienda be deemed as the supplier, seller, or provider of said goods and/or services. In this act the CLIENT releases Davivienda from any matter related to the aforesaid and Davivienda assumes no liability for damages that could be caused to any CLIENT of the Site related to the contents of this paragraph.

The fact that information is offered by means of the Virtual Assistant or on linked sites, does not imply the recommendation, warranty, sponsorship, or approval of Davivienda regarding said information, goods, and/or services. The availability of goods and/or services offered by third parties or by linked sites is not the responsibility of Davivienda. Consequently, Davivienda will not be liable before any authority of any kind for any matter related to the sale, consumption, distribution, delivery, availability, or provision of any of the goods and/or services offered by third parties or by sites linked by means of this Site.

System Failures



Davivienda will not be liable for any damages or losses to the equipment of the CLIENT caused by failures in the Davivienda systems, its server, or in Internet, or by third parties or by the CLIENT. Likewise, Davivienda will not be liable for any virus that could infect the equipment of the CLIENT due to the access, use, or test of the Site or because of any transfer of data, files, images, texts, or audio contained therein.

The CLIENTS may not allocate any liability on Davivienda or claim any compensation for damages resulting from technical difficulties or Davivienda system failures or for failures in electronic means such as Internet.

Intellectual and Industrial Property

The programs, databases, networks, and files that allow the CLIENT to access and use the Virtual Assistant are property of Davivienda and are protected by the laws and international treaties on copyrights, brands, patents, models, and industrial designs. The improper use and/or total or partial reproduction of its contents is prohibited and said actions are subject to civil and criminal sanctions and all pertinent judicial actions. Any CLIENT that has access to the Site or to the information contained therein, expressly acknowledges that Davivienda and/or its affiliated and/or related companies are the holders, owners, and/or legitimate licensees of any information found in the Site, as well as of any brand, notice, business name, or any other industrial property right or copyright that appears in the Site. Likewise, the CLIENT acknowledges that Davivienda was the developer of the Virtual Assistant concept, for which said CLIENT understands that said information and/or concept are protected by the Costa Rican laws and by the international treaties on copyrights. Therefore, any reproduction, modification, alteration, advantage, or any other use given to said information and/or concept, is prohibited, and in this act the CLIENT or any other person that has access to the previously stated information commits to indemnify Davivienda and/or any other affiliated and/or related company for any violation to the stipulations of the present paragraph, whether in Costa Rica or abroad.

Liability

Davivienda assumes no liability related to or derived from the veracity of any information contained in the Virtual Assistant provided by any person or company that is not Davivienda. Likewise, Davivienda assumes no liability for damages that could be caused to any CLIENT from the use of any information contained in the Virtual Assistant that is different from the one provided by Davivienda.

In the event that the CLIENT wishes to execute financial transactions by means of the Virtual Assistant and has received from Davivienda the previously established security means, the CLIENT will be responsible for keeping the confidentiality of said information, and Davivienda will not be liable for any errors or negligence of the CLIENT when using the Virtual Assistant.

Sanctions



Davivienda reserves its right to temporarily or definitely condition, suspend, or cancel the access of the CLIENT to the Virtual Assistant at any moment and initiate the corresponding legal actions if the CLIENT violates any of the stipulations of the privacy policy or of the terms and conditions of the Virtual Assistant set forth herein, or commits any other act against the standing applicable laws, if the identity of the CLIENT cannot be verified, or if any of the information provided by the CLIENT is false.

Cookies

Davivienda uses cookies that it may place in your device and have access to them, to enable you to start session in Davivienda services according to your personal online experience, to store your preferences in your equipment to save time, to eliminate the need to repeatedly specify said information and to show only customized content and adequate advertising in your subsequent visits to the Site. A cookie is a text file placed by a webpage server in the hard drive of your equipment.

Cookies have information that may be read by a web server that belongs to the domain of the cookie. Cookies cannot be used to run programs or to infect your equipment with a virus. The CLIENT may accept or reject cookies.

The configuration of your equipment may automatically accept cookies, but if you prefer, you may modify the configuration of your equipment to reject the cookies. If you choose to reject cookies, it will not be possible for Davivienda to store your preferences in this Site.

About erasing or updating information

Davivienda allows you to modify your information and preferences whenever you wish to do so by accessing the link to Preferences or registration that is ALWAYS included in the emails sent by Davivienda (your decision to allow Davivienda to contact you to inform you of certain promotions or new products is also included here).

Security

- **IMPORTANT:** Davivienda never sends emails to its clients requesting the confirmation, validation, or updating of CONFIDENTIAL information regarding your Accounts, Access Keys, Passwords, Card Numbers or NIPs.
- If you receive an email requesting this data, please report it to the following number: 2287-1000.
- If you doubt the authenticity of any of our emails or if you suspect that you are receiving emails from doubtful sources in the name of Davivienda, please notify us by calling our red line 2287-1000.

Applicable Jurisdiction



For all matters related to the construction and compliance of the present privacy policy, and terms and conditions, the parties submit to the applicable laws and to the competent Courts of the Republic of Costa Rica and waive any other jurisdiction that could apply by virtue of your present or future domicile.

Security Measures Warning

Due to the fact that once you start a session using the Virtual Assistant the session will remain open for a certain period of time, Davivienda recommends taking the following security measures:

- Keep a password for your equipment, electronic device, or smartphone that only you (the CLIENT) knows.
- Use strong passwords that are different from one another for the different services and applications that you access with your smartphone, as well as to access and block your device.
- If your equipment, electronic device, or smartphone is lost because of negligence from the CLIENT, theft, or other causes, report it immediately through the channels enabled by Davivienda that are indicated in this document.
- Upload applications only from trustworthy sites and avoid browsing through unsafe or unknown sites.
- Always keep the software of your device updated.
- Avoid the use of public networks (open WIFI connections), especially when checking bank and personal information.

Of authorizations, statements, and informed consent

The person that includes information in the Virtual Assistant states that said included information corresponds to its personal data, and said person is liable for the veracity of the included information.

I authorize Davivienda to obtain and verify the bank, business, and personal references in the databases deemed needed. Likewise, the CLIENT authorizes that its data be used by Corporación Davivienda S.A. for promotional purposes and to offer other financial products or other products of interest. The person states that it knows about its right to revoke the authorization and to request the rectification of its data. To do so, please write to the following email address: costarica_clientes@davivienda.cr

The person that includes information in the Virtual Assistant states about said included information

- I have read the Privacy Policy, and Terms and Conditions of the Davivienda Virtual Assistant.



DAVIVIENDA

- I accept the use of electronic records, releases, and communications of Davivienda.