



Please read this Federal Electronic Signatures in Global and National Commerce Act Disclosure Statement ("Disclosure Statement") and print/keep a copy for your records. As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We may provide this information to you electronically and use electronic records and signatures in our relationship with you in accordance with the prior consent you have granted pursuant to your Account Agreement (as defined below). By providing your consent in the Account Agreement to this Disclosure Statement, you have confirmed that you have the hardware and software described below, that you are able to receive and review Electronic Records (as defined below), and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Agency Products.

In this Disclosure Statement:

"Account Agreement" means the Account Opening Agreement (i.e., application) and the Account Agreement which govern the terms and conditions of your account(s) with the Agency.

"Agency Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Agency Products include Electronic Services.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

"Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

"We," "us," "our" and "Agency" means Banco do Bogota, S.A., Miami Agency or Banco de Bogota, S.A., New York Agency, as applicable.

"You" and "your" means the person giving this Disclosure Statement, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Agency Product that you apply for, use or access.

**1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.** In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). View additional examples of types of Communications that we may send as Electronic Records under this Disclosure Statement. We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in your Account Agreement or, as applicable, the Internet Banking Services Agreement and Disclosure Statement and in other agreements we may have with you from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically. There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this Disclosure Statement will automatically cover those Communications as well. We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

**2. Your option to receive paper copies.** If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Agency Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement for any fee that may apply for paper copies.

**Your consent covers all Agency Products; Privacy Policies.** Your consent covers all Communications relating to any Agency Product. Your consent remains in effect until you give us notice that you are withdrawing it. From time to time, you may seek to obtain a new Agency Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn your consent for any other Agency Product. You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy or keeping it available for review on the Agency's website, or, with prior notice to you, on another website where we offer Electronic Services.

3. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:
- your access to our Electronic Services, including online banking, and
  - your ability to use certain Agency Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Agency Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply. To withdraw your consent:

- If you are enrolled in internet banking, you must contact us at 1-800-116-062.
  - If you are not enrolled in internet banking, you must contact us at 1-800-116-062.
4. **You must keep your email or electronic address current with us.** You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by going to the Account Services page within your online service and updating your contact information. If you have given us another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, you may change that address by going to the account management page for each Agency Product you have linked to that address. There may be other, special Agency Products for which we provide separate instructions to update your email or other electronic address.
5. **Hardware and software you will need.** To receive Electronic Records, you must have access to:
- A personal computer or other device which is capable of accessing the Internet so you can access, receive, retain, and either print or store the document received.
  - An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 6.0 and your system or device must have 128-bit SSL encryption software.
  - You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above.
  - An e-mail account with an Internet Service Provider and e-mail software in order to participate in our electronic communications program.
6. **Changes to hardware or software requirements.** If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.
7. **Your enrollment in Electronic Services using our equipment.** If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this Disclosure Statement.