

# Openbank by Santander

## Digital Banking Agreement

# Digital Banking Agreement

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## I GENERAL DESCRIPTION OF AGREEMENT

### A. WHAT THIS AGREEMENT COVERS

This Openbank by Santander Digital Banking Agreement ("Agreement" or "Openbank Digital Banking Agreement") between you ("You", "Client", and "your" refers to the customer who has opened a Openbank Account (or "Account(s)"), as such term is defined in the Openbank by Santander Personal Deposit Account Agreement ("Openbank PDAA")) and Santander Bank, N.A. (also referred to herein as "Santander," "we," "us," and "our"), supplements the Openbank PDAA and governs the use of our digital banking service made available through, or within the Openbank Application (mobile or web-based) ("Openbank Application" or "Digital Bank Application" or "Application") in connection with your Openbank Accounts ("Digital Banking"). Digital Banking permits Openbank Account customers to perform a number of digital banking functions with respect to Openbank Accounts through the use of a Trusted Device or personal computer (using the web-based version of the Openbank Application).

The purpose of this Agreement is to inform you about the features, functions, limitations, appropriate uses of the Digital Bank Application, as well as inform you your rights under Regulation E and Electronic Fund Transfer Act, if applicable.

### B. ACCEPTING THE AGREEMENT

When you use Digital Banking, you agree to the terms and conditions of this Agreement. We may change the terms of this Agreement, including any fees and features of your account, at any time. By continuing to use Digital Banking after the effective date of any change, you agree to the change. You may not assign this Agreement.

We may, from time to time, introduce new features to Digital Banking or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

You agree not to use Digital Banking for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of Digital Banking without our prior written consent. You further agree not to use Digital Banking to pay payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by law. You agree not to attempt to log on to Digital Banking from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to Digital Banking from one of these countries may result in your access being restricted and/or terminated.

### C. DEFINITIONS

- **"Available Balance"** means the amount of your Current Balance that is available for immediate use or withdrawal. Certain pending Items, such as pending transfers, deposits or withdrawals, that have not yet posted to your Account are not included in your Available Balance.
- **"Business Day"** is every day except Saturdays, Sundays, and federal holidays.
- **"Current Balance"** means the previous Business Day's ending balance, plus or minus the full amount of any transaction made during the current Business Day, provided that we have received such transaction.
- **"Due Date"** means the date reflected on your Biller statement on which the payment is due; it is not the late date, nor does it include any grace period.
- **"Funds Transfer"** means any Internal Transfer or External Transfer offered or made available within the Digital Bank Application, excluding Openbank Wire Transfers.

- **“External Transfer”** means any Funds Transfer described in Section II (Digital Banking Services), subsection G(2); Funds Transfer Types – External Transfers” of this Agreement, executed from within the Digital Bank Agreement.
- **“External Transfer Account”** means a checking, savings, money market or other eligible account held at an external financial institution in the United States which is owned by you individually or jointly and that we permit you to register or link to your Openbank Account(s) for purposes of executing inbound External Transfers to your Openbank Accounts.
- **“Initial Funding Transfer”** means an External Transfer initiated from within the Digital Bank Application from an External Transfer Account for initial account funding purposes when completing the account-opening or application process in connection with a Openbank Account.
- **“Internal Transfers”** means any Funds Transfer described in Section II Digital Banking Services, subsections F(1), (2); “Funds Transfer Types – Internal Transfers” of this Agreement executed from within the Digital Bank Application.
- **“Scheduled Payment”** is a payment that has been scheduled through the service but has not been processed.
- **“Scheduled Payment Date”** is the day you want your Biller to receive your bill payment. If the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be the following Business Day.
- **“Trusted Device”** shall have the meaning prescribed to it in the Openbank PDAA.
- **“Unavailable Funds”** are funds that are not available in your account for the time you schedule a transfer to occur. You agree to have sufficient funds in your account at the time you schedule a transfer to occur. If there are not sufficient funds in your account, the missing funds are considered unavailable.
- **“Alerts”** are notifications that you, as a customer, will receive from us via email, SMS text or push notification, which you may be able to opt-in/opt-out of. If you are permitted to opt-in to any Alerts, you must select your preferred delivery method (email, SMS text, or push notification), and these notifications will be sent via the delivery method selected.

#### D. RELATION TO OTHER AGREEMENTS

Your use of Digital Banking under this Agreement may also be affected by the other agreements between you and us for your deposit or other linked accounts. When you use Digital Banking, you are governed by this Agreement as well as the agreements you may already have with us for any account linked to Digital Banking, including but not limited to the Openbank PDAA (which this Agreement supplements). You should review those agreements for any applicable fees, availability of deposits, limitations on the number of transactions you can make, and other restrictions that may impact your use of Digital Banking. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, the terms of your account agreement will control, except as may be otherwise stated herein or in relation to your Openbank Accounts. In the event of a dispute arising under or relating in any way to this Agreement or to the use of Digital Banking provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control. Capitalized terms in this Agreement shall have the meaning prescribed to them in the Openbank PDAA, except as may otherwise be expressly stated herein.

#### E. LIMITATION OF SERVICE

We have the right to revoke, refuse access to, or terminate Digital Banking at any time, without cause or notice. If we do, you understand that any scheduled transactions will not be made. You will be denied the use of Digital Banking if you do not (i) access it through the Openbank Application installed on your Trusted Device; or (ii) enter the correct login information to obtain access through any web-based version of the Application at [openbank.us](https://openbank.us). There is a limit of three (3) failed login attempts and your access to Digital Banking will be suspended if you exceed these limits. If you need to reset your User ID or password, follow the steps provided within the Openbank Application.

You can also contact our Customer Service Center seven days a week through the click-to-call feature within the Application or at 1-833-833-8305. Please note, your ability to engage in certain activities without contacting the Customer Service Center using the click-to-call feature from your Trusted Device within the Application may be limited. When you access your Openbank Account(s) through the Application, not all features provided by standard online banking offered by Santander Bank (as distinct from the Openbank division) may be available. Please refer to this Agreement, your Openbank PDAA, or Santander Digital Interest Rate Disclosure and/or Openbank Fee Schedule for information on fees and digital services.

## F. SERVICE FEES

We do not charge a service fee for the use of Digital Banking at this time. However, some services offered through Digital Banking, may incur additional service fees. We reserve the right from time to time to add or modify fees and will notify you when we do so. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with Digital Banking. Please see our Openbank Fee Schedule for our standard fees and charges.

## G. MOBILE PHONE REQUIREMENT AND PHONE SERVICE FEES

For security, identification, transaction verification and general account servicing or other purposes, you are required to register a Trusted Device that is currently in-service, as a condition of opening and as an ongoing obligation of maintaining a Santander Digital Account. Your Trusted Device will need to be capable of facilitating two-factor authentication via SMS/text or push notification within an installed application. Standard message and data rates charged by your mobile/wireless carrier may apply as a result of using your Trusted Device in connection with your use of Digital Banking to administer your Santander Digital Account(s). You give us your consent to send push notifications or other Alerts (as defined in the herein) to your mobile device or Trusted Device for security and verification and for any other purpose for which an Alert may be sent as set forth in the Openbank Account Agreements, including the Openbank PDAA or this Agreement, as supplemented or amended. Further, you acknowledge that such consent shall operate as your opt-in to utilizing the mobile phone number you have provided and the associated Trusted Device(s) for receipt of any such Alerts, whether via push notification, SMS text or any other delivery method contemplated by the Santander Digital Account agreements, including the Openbank PDAA and this Agreement. If you are experiencing difficulty using the Openbank Application because of any physical or other disability, please contact us at 1-833-833-8305 and we will be pleased to work with you.

# II DIGITAL BANKING SERVICES

## A. GETTING STARTED

### 1. To use the Openbank Application, you must have:

An Internet browser that supports 128-bit encryption and all HTML5 standards used on any of the following operating systems:

- Windows 7 or higher:
  - Firefox 103 and higher
  - Chrome 104 and higher
  - Edge 101 (Windows 18 and higher)

- Mac OS 10.9 or higher:
  - Safari 13.0 and higher
  - Chrome 104 and higher
- Any of the following mobile operating systems using the default browser(s):
  - iOS 13.0 or higher.
  - Android Smartphones and Tablets OS 8.0 or higher.
- Any mobile device capable of facilitating installation and support of the aforementioned operating systems and the Openbank Application

## **2. To use the Openbank Application installed on a Trusted Device, you'll need:**

- Apple iPhone or other app-enabled device (model capable of supporting iOS 13.0 or higher).
- Android Smart Phone or other app-enabled device (model capable of supporting Android 6.0 or higher).

Please note – if you are using an earlier version of any of the foregoing operating systems, you may experience limited functionality within the Openbank Application and may therefore not be able to take advantage of every service, function or product we may make available to you with respect to your Openbank Accounts.

## **B. USING DIGITAL BANKING**

### **1. You may use Digital Banking (Mobile and/or Online Banking) to (subject to the actual services, products or features we may make available to you within the Digital Bank Application from time to time, in our sole discretion):**

- Make a one-time or recurring Funds Transfers between your Openbank Accounts and (i) other Santander checking, savings, and money market savings accounts; (ii) accounts of other Santander customers (including their Openbank Accounts) (Internal Transfers) as well as (iii) to or from accounts at other financial institutions in the United States (External Transfers).
- Obtain balance and transaction information for your Openbank Accounts, including new deposit accounts that we may make available in connection with your Openbank Account(s) from time to time.
- Perform self-service account maintenance, such as modifying or cancelling Funds Transfers or Santander Digital Wire Transfers, inviting additional joint owners, beneficiaries or other non-owner agents.
- Make one-time or recurring ACH payments to third-party payees as well as initiate Santander Digital Wire Transfers.
- View your Openbank Account statements, account history and/or other notices or communications from us regarding your Openbank Accounts.
- Manage any Cards, if and at such time as we make Cards available to you in connection with your Account(s)
- Set up and manage Alerts sent via email, text messages and/or push notification, or both regarding your Openbank Accounts and other products or features that may be made available by us.
- Manage lost/stolen access device reporting (within Device Management feature) and or initiate error or unauthorized electronic transaction claims.
- Modify or update Marketing Preferences and delivery methods for such materials.
- View password requirements when setting up or changing a password; complete registration and verification of Trusted Devices.



- Edit contact information at any time.
- View last login date and time.
- Any other service, feature or product associated with your Accounts which we may make available from time to time, in our sole discretion.

For first-time Digital Banking users using a mobile device, please download the Openbank Application from your mobile device's app store. Then, successfully complete the self-enrollment process by tapping the "Open an Account" button located on the Digital Bank Application login screen.

Some electronic communications may be sent by email. You acknowledge that the email address you provide to us is a valid email address and that you authorize us to send communications to that email. Furthermore, you agree to immediately provide us with an updated email address, should it change. If you change your email address, please access the Openbank Application and click on "Profile." From there, you will see the contact information we have for you. Click the *Pencil* icon to edit or update your email address (or other information if needed). If we deliver communications to you using the information we have on file (including through push notifications within the Openbank Application), you will be deemed to have received the disclosures even if, for example, any email or other message is returned to us as undeliverable and the email address, phone number or other mode of communication has not been updated by you within the Openbank Application.

You hereby acknowledge, and when required by applicable data protection regulation expressly consents, the disclosure of your personal data to other Santander Group companies, along with any relevant transactions- related information, if the Bank determines it to be required by or advisable to comply with applicable law or internal policies, including, but not limited to (i) Santander Group's Financial Crime Compliance internal policies and procedures; (ii) its legal obligations relating to anti-money laundering and counter terrorism financing regulations; and (iii) its regulatory reporting to the supervisory authorities. You further acknowledge and agree that nothing contained within this paragraph or this Agreement restricts, limits or modifies any disclosure, provision, term or condition contained within our Privacy Policy.

## **2. Features or Services you can ONLY use within our Digital Bank Application:**

- Biometrics (including Face ID/Touch ID for iOS users or the Android equivalent) for secure log in using your device to navigate the App with an optimized experience.
- Log in using a Trusted Device with your face or fingerprint signature.
- Approve secure requests on your Trusted Device via a push notification.
- Learn about new/enhanced Digital Bank Application and other features via helpful FAQs located therein within or at [openbank.us](https://openbank.us).
- Customize additional notifications you wish to receive concerning your account activity.

If you share your device (including any Trusted Device) with other individuals and have Touch ID or Face ID® enabled, please note that any fingerprints or images stored on your device may be used to log in to the Santander® Mobile Banking App or the Digital Bank Application and access your accounts. If Touch ID or Face ID® is disabled, no fingerprints or images associated with the device will have login access.

## **C. USING YOUR CREDENTIALS**

Your facial, fingerprint recognition or other biometric features associated with your Trusted Device, password you establish for the Openbank Application, Card numbers, PINs, User IDs, OTPs, or other means to access your Openbank Account and/or the Openbank Application ("Credentials") acts as your signature as the owner and sole user of the Credential your personal Digital

Banking service. Your Credentials are an identification code that is personal and confidential. The use of your Credentials with Digital Banking is a security method by which we are helping you maintain the security of your Openbank Account(s). Therefore, YOU AGREE THAT YOU WILL NOT DISCLOSE YOUR CREDENTIALS (OR USE THEM FOR THE BENEFIT OR ON BEHALF OF ANY OTHER PERSON AND THAT YOU WILL TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE ELSE LEARNS OR IS PERMITTED TO USE YOUR CREDENTIALS. YOU AGREE THAT IF YOU GIVE YOUR CREDENTIALS OR USE THEM ON BEHALF OF SOMEONE ELSE OR ALLOW THEM TO ACCESS YOUR OPENBANK ACCOUNTS OR DIGITAL BANKING, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF DIGITAL BANKING BY THEM UNTIL YOU TELL US THAT YOU HAVE REVOKED THIS AUTHORIZATION.

If you permit any other person(s) or entity, including any data aggregation service providers, to use Digital Banking or to access or use any of your Credentials, you are responsible for any transactions and activities performed within Digital Banking or with respect to your Openbank Accounts and for any use of your Credentials, personal and account information by such person(s) or entity. You agree to: 1) keep your Credentials secure and strictly confidential and/or use them strictly for your own purposes; 2) immediately notify us of any change in status, or authority, of any authorized signer for your Openbank Accounts on record with the bank; and 3) immediately notify us and select a new Credential (where applicable) if your Credentials may have been compromised or used by an unauthorized person. Santander will have no liability to you for any unauthorized payment or transfer made using your Credentials that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice, subject to applicable law. We may suspend or cancel your use of Digital Banking without notice from you if we suspect your Credentials are being, or have been used in an unauthorized or fraudulent manner.

#### **D. RESERVED (ACCOUNT ACCESS FOR LINKED ACCOUNTS)**

#### **E. FUNDS TRANSFERS (GENERALLY; FUNDS TRANSFER TYPES; AUTHORIZATION; LIMITATIONS, AND DOLLAR AMOUNTS)**

1. FUNDS TRANSFERS; GENERALLY – At our sole discretion, we may establish customer eligibility requirements for any Funds Transfer or Santander Digital Wire Transfer. Further, you acknowledge and agree that in addition to any other applicable terms or conditions in the Santander Digital PDAA or otherwise, Funds Transfers under this Agreement are also subject to provisions in the PDAA governing when we may restrict Accounts and block or delay transactions.
2. Subject to more specific terms and conditions applicable to any particular Funds Transfer type, automatic and future-dated transactions will be posted to your account on the Business Day you selected. If you selected a day that is not a Business Day, the transfer will occur on the next Business Day. Account statements and balances may not reflect transactions until the transactions have been officially posted to your account.
3. You agree to have sufficient funds available in your Account or any External Transfer Account at the time you schedule a Funds Transfer to occur. If you do not have sufficient funds in your Account or External Transfer Account (whichever applies) on the date the Funds Transfer is scheduled, we will not perform your transfer request. We reserve the right to impose unavailable funds fees, excess activity fees, or transfer fees (as applicable, based on the Openbank Fee Schedule). No further attempt will be made by us to process the transfer instruction or request. In all cases, you are responsible for rescheduling the transfer.

4. You may cancel or edit a future dated scheduled or recurring (automatic) transfer until the transfer enters processing. One-time Funds Transfers (whether Internal or External) scheduled for the same day may not be edited or canceled.
5. For certain Funds Transfer in review, Santander may send you an Alert via email, SMS text message or push notification to confirm that specific Funds Transfer. SMS text message delivery is not always predictable and may be delayed or not received during regional emergencies or other periods of high messaging traffic. To authorize or cancel a pending transaction, you can also call us at 1-833-833-8305 from 8:00 a.m. to 8:00 p.m. ET on regular Business Days (not weekends or holidays). If we do not hear from you by SMS text message or by email, your transaction will be automatically canceled.
6. You acknowledge and agree that the execution of any Funds Transfer from affecting your Openbank Account must comply with all applicable laws.

For more specific cut-off times, limits and other terms and conditions applicable to each Funds Transfer type available within the Digital Bank Application, please see this page and the next of this Agreement, which covers:

- Internal Transfers between your accounts held at Santander
- Internal Transfers between your Openbank Accounts and accounts owned by others held at Santander
- External Transfers from your Openbank Account(s) to accounts held outside Santander via Automated Clearing House ("ACH")
- External Transfers from your linked External Transfer Account(s) to your Openbank Account via ACH
- Santander Digital Wire Transfers – wire transfers between your Openbank Accounts and other accounts held at financial institutions within the United States.

For more details about Santander Alerts, including text (SMS) alerts, please see the Section entitled "Santander Alerts" within this Agreement.

## **F. FUNDS TRANSFER TYPES – INTERNAL TRANSFERS**

### **1. Internal Transfers between your accounts held at Santander**

1. You may transfer funds between your checking, savings, and money market savings accounts for any dollar amount between \$.01 and \$999,999.99.
2. Transfers you schedule on a Business Day before 10:00 p.m. ET will be posted to your account as of that Business Day and will be available to cover charges posted to your accounts that day.
3. If you make a transfer on a Business Day after 10:00 p.m. ET or on a non-Business Day, your transfer will be posted to the receiving account as of the next Business Day. Funds may be available immediately to cover ATM and card purchases. You may receive a communication (SMS text or email) to confirm these transactions and clear your payments.

## 2. Internal Transfers between your Openbank Accounts and accounts owned by others held at Santander

1. You may transfer funds from your Openbank Accounts to a checking, savings, money market savings to other Santander customers checking, savings, money market accounts. Our standard daily limit and rolling 30-day monthly dollar limits for these transfers are displayed within the Digital Bank Application. Note: we reserve the right to change these limits at any time, without prior notice to you, except as may be required by applicable law.
2. Transfers you schedule on a Business Day before 10:00 p.m. ET will be posted to your account as of that Business Day and will be available to cover charges posted to your account that day.
3. If you make a transfer on a Business Day after 10:00 p.m. ET or on a non-Business Day, your transfer will be posted to your account as of the next Business Day. You may receive a communication (SMS text or email) to confirm these transactions and clear your payments.

## G. FUNDS TRANSFER TYPES – EXTERNAL TRANSFERS

**NACHA RULES** -- You agree that NACHA, the Electronic Payments Association's Operating Rules governing ACH credits and debits will apply to the extent any External Transfer request utilizes the Automated Clearing House ("ACH") for origination, settlement, return or any other aspect of the External Transfer ("ACH Transfer"). We may reverse any ACH Transfer to or from your Account without prior notice to you at any time as permitted by NACHA Operating Rules. We may reverse any provisional credit to your Account resulting from any ACH Transfer for which final payment is not received.

## 3. Transfers from your Openbank Account(s) to accounts held outside Santander via ACH

1. To make outbound External Transfers from your Account(s), you will need to select the type of account to which the funds will be transferred. It can be a personal account, a business account, along with the routing number of the financial institution where the funds will be sent (complemented by the specific account number of the recipient account)
2. These outbound External Transfers will ordinarily be processed within two (2) Business Days. Funds will be debited from your Openbank Account on the Business Day you direct us to initiate processing the transfer and will typically be credited to the recipient's account in one (1) to (2) Business Days after the transfer is initiated. Santander cannot guarantee the timely delivery of funds as a result of the failure of another financial institution to act in a timely manner or which may be delayed subject to such financial institution's policies, procedures or other limitations.
3. The cut-off time for outbound External Transfers is 12:30 p.m. ET on Business Days. Transfers requested after the cut-off time will be processed on the following Business Day.
4. Transfers requested on non-Business Days will take effect on the next Business Day.
5. Future-dated transfers and recurring (automatic) transfers may be scheduled for up to one (1) year in advance.
6. The standard daily and rolling 30-day monthly dollar limits for outbound External Transfers will be displayed within the Digital Bank Application. Note: we reserve the right to change these limits at any time and without prior notice to you, except as may be required by applicable law.

#### 4. External Transfers from your linked External Account(s) to your Openbank Account via ACH

1. Inbound External Transfers (including Initial Funding Transfers) can be made within the Openbank Application; provided you have registered an External Transfer Account which is owned by you, including the routing number of the financial institution holding such External Transfer Account and the specific account number.

- a. External Transfer Account – For any inbound transfer from your External Transfer Account to your Openbank Account (including Initial Funding Transfers), you will need to add, “link” or otherwise establish your External Transfer Account(s) by providing the financial institution routing number and the External Transfer Account number. The External Transfer Account may only be a personal account owned by you, whether individually or jointly, and you may link up to five (5) External Transfer Accounts for such inbound External Transfers. Further, we may restrict adding or linking of any external account at specific institutions in our sole discretion and you authorize us, our agents and service providers to request and obtain any additional information regarding any External Transfer Account as we deem reasonably necessary to validate or permit any External Transfers with such External Transfer Account, including for purposes of verifying ownership of the external account or External Transfer Account. We may verify your External Transfer Accounts from time to time and you authorize us to do so through the use of a test transfer (i.e., microdeposit), in which one or more low value payments will be both credited to and debited from the External Transfer Account to confirm connectivity.
- b. To link an External Transfer Account, you represent and warrant the External Transfer Account is a deposit account held at a financial institution located in the United States and that you are either the sole owner or a joint owner of the External Transfer Account and that you have all necessary legal right, power and full transactional authority, i.e., ability to initiate credits, debits and withdrawals against the such External Transfer Account. If you are a joint owner of the External Transfer Account then you represent and warrant that (i) you have been authorized by all of the other joint owners to transact on operate such External Transfer Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such External Transfer Accounts or to even withdraw all funds from such External Transfer Accounts); and (ii) we may act on your instructions regarding such External Transfer Accounts without liability to such other joint owners.
- c. Further, you represent and warrant in your authority to transact with respect to the External Transfer Account is not limited in any way by any fiduciary or other binding obligations. In addition to any other indemnification obligations set forth in the Openbank PDAA this Agreement or other terms or conditions applicable to your Account(s), you agree to indemnify and hold us and our third party service providers harmless (including the payment of reasonable attorney’s fees) from any and all liability to third parties related to the stated authority of your External Transfer Account or any actions we take pursuant to your External Transfer instructions.

2. These inbound External Transfers will be processed within three (3) Business Days. Funds will be debited from your External Transfer Account on the Business Day you direct us to initiate the External Transfer. Santander cannot guarantee the timely delivery of funds as a result of the failure of another financial institution to act in a timely manner.



3. The cut-off time for inbound External Transfers is 1:00 a.m. ET. Transfers requested after the cut-off time will be processed on the following Business Day.
4. Inbound External Transfers requested on non-Business Days will take effect on the next Business Day.
5. We reserve the right to modify applicable limits and/or qualifications at any time, based on our sole discretion. The ability to view your individual transaction limits can be found in the transfer screen within the Digital Bank Application.
6. At this time, recurring inbound External Transfers will not be permitted until such time as we make such capability available to you within the Digital Bank Application and in connection with your Openbank Account(s), within our sole discretion.
7. Further, any funds transferred as a result of an inbound External Transfer are subject to our Funds Availability Policy as set forth in the Openbank PDAA.

## 5. Funds Transfer Authorization

You acknowledge the ability to execute any Funds Transfer set forth in this Agreement or as we may permit within the Digital Bank Application in our sole discretion from time to time and that any such Funds Transfer (including External Transfers) may be executed via the automated clearing house ("ACH").

By initiating any Funds Transfer (including External Transfers), you represent and warrant to us that you have the right to authorize and permit us to affect such Funds Transfers, or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You also represent any information you provide in connection with an External Transfer Account or Funds Transfer is true, correct and complete and you authorize us to follow any instructions we receive – IT IS YOUR RESPONSIBILITY TO ENSURE THE ACCURACY OF ANY INFORMATION YOU PROVIDE IN CONNECTION WITH OR FOR PURPOSES OF EXECUTING ANY FUNDS TRANSFER – WE ARE NOT RESPONSIBLE FOR DETECTING ANY ERRORS IN ANY FUNDS TRANSFERS REQUESTED OR EXECUTED BY YOU IN CONNECTION WITH YOUR OPENBANK ACCOUNTS OR THE DIGITAL BANK APPLICATION. In addition, you acknowledge and agree that any transfer from your External Transfer Account(s) are subject to the section in this Agreement entitled Transfer Authorization.

Subject to applicable terms of this Agreement, the Openbank PDAA and any other terms or conditions governing your Openbank Account(s) or the Digital Bank Application, you authorize us to initiate deposits and/or withdrawals for purposes of executing any Funds Transfer pursuant to your instructions, including for purposes of executing any adjustments we deem necessary to correct any errors associated with any Funds Transfers. In addition to the foregoing and any other applicable terms or conditions, you authorize us to initiate a withdrawal from the External Transfer Account indicated in the Openbank Account application flow/process for Initial Funding Transfers. For one-time or recurring Funds Transfers (including any External Transfer), you agree to print and retain a copy of the authorization you are asked to confirm or validate if and when prompted within the Digital Bank Application when executing such transfers.

The authorization provided by you pursuant to this Section will remain in effect until we receive written notification of its revocation in such time and in such manner as to afford us a reasonable opportunity to act on it. Any such written revocation must be sent to; Santander Bank, Mailcode: MA1-MB3-01-06, 2 Morrissey Boulevard, Boston, MA 02125 or as we may

otherwise instruct. Please note – A REVOCATION OF THIS AUTHORIZATION WILL PREVENT YOU FROM EXECUTING FUNDS TRANSFERS (INCLUDING EXTERNAL TRANSFERS) WITHIN THE DIGITAL BANK APPLICATION AND CONSEQUENTLY, YOU AGREE WE MAY TERMINATE THIS AGREEMENT AND YOUR ACCOUNT ACCESS VIA THE DIGITAL BANK APPLICATION, WHICH IS A CONDITION OF YOU MAINTAINING A OPENBANK ACCOUNT.

## 6. Funds Transfer Limits and Restrictions

Depending on the type of Funds Transfer (External Transfer or otherwise), different limits may apply on a per-customer and per-account basis. Current total Funds Transfer limits to other Santander customers or External Transfer Accounts are subject to limits based on the amount in your Openbank Account. These limits are designed to protect the security and integrity of the Digital Banking service and Openbank Accounts and they may change from time to time, without notice to maintain such integrity and security in accordance with applicable law. We may display transaction limits specific to each Funds Transfer type within the Digital Application; provided their disclosure does not compromise the security or integrity of the Funds Transfer, your Accounts or the particular payment system, in accordance with applicable law.

To ensure the security of your accounts, any Funds Transfer may be reviewed by us, which could delay processing for some period of time or result in any such Funds Transfers not being processed. You acknowledge and agree that we are not liable for losses, late fees, interest or any amounts whatsoever arising from any delays contemplated by this paragraph.

**Notice.** You agree and acknowledge that (i) we are not required to give you next-day notice after our receipt of any Funds Transfer credit for any rejected, or returned Funds Transfer request; and (ii) posting the re-credited amount to the applicable Openbank Account debited for the Funds Transfer request and listing it within your periodic statement is sufficient notification of the returned or rejected Funds Transfer.

## 7. Santander Digital Wire Transfers

Within the Digital Bank Application, you will have the ability to initiate Santander Digital Wire Transfers (as such terms is defined in the Openbank PDAA), subject to this Agreement and any applicable terms and conditions within the Openbank PDAA, including without limitation the Santander Wire Agreement, as may be amended or supplemented by the PDAA in the section entitled *Openbank Wire Transfers*.

## 8. Verification Code Service

The verification code service provides a level of security by requiring you to authorize certain transactions or actions within the Openbank Application. Each customer using the Openbank Application will be required to possess a mobile phone registered in the customer's name and as a Trusted Device with which the customer is able to securely accommodate any verification code service (including one-time passcodes) to establish and maintain access to the Openbank Application. You will need a verified phone number associated with your Account to utilize the verification code service. Once you have enrolled in our verification code service, you will receive a text message to the verified phone number associated with your Account or your Trusted Device. These text messages contain a unique, verification code that you must enter to complete some specific transaction or action. Once you enter the verification code correctly, your transaction will be confirmed.

Message and data rates may apply. Please check your mobile service agreement for details on applicable fees. Please note that some prepaid mobile plans do not support business-to-person text messaging, but do support person-to-person text messaging. Please contact your provider for details about your plan to ensure you are able to receive messages from us.

In addition to any applicable terms in the Agreement, the Openbank PDAA or other amendments or addenda thereto, you acknowledge and agree that by providing your mobile number associated with your Trusted Device with which you will use the verification code service, you agree to receive text messages to that number, such as verification code(s) from us and third party vendors acting on our behalf. You also confirm that you are the account holder of the wireless account associated with that number or have received the consent of the account holder to provide their mobile number. Please see applicable provisions within the Openbank PDAA concern servicing/transactional telemarketing, sales or promotional calls/texts and related preferences.

It is your responsibility to determine if your mobile carrier supports the verification code services used in connection with the Openbank Application and your Openbank Accounts, including any OTP service via text messaging. Check with your individual carrier to confirm the availability of this service.

For questions about your verification code service, please call the Customer Service Center through the click-to-call function within the Openbank Application at 1-833-833-8305.

## **H. SANTANDER ALERTS**

You can set up the Santander Alerts Service to receive opt-in Alerts via your email address, your Trusted Device that can accept text messages, or a mobile number that can receive our Openbank Application alerts through push notifications. Alerts allows you to receive important notifications triggered by specific account activities. You can choose to receive account (deposits and credit) related Alerts and/or security-related Alerts. Depending on the type of Alert, it may take up to two (2) days for delivery. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third party as the result of, or in the absence of an Alert.

### **1. Text (SMS) Alerts**

The Alerts Service gives you the option to receive notifications via text messaging about your account status and certain transactions. You must provide a mobile number to receive text Alerts and enable the text message Alerts service for opt-in Alerts or security alerts. Once you have registered a mobile number through the Alerts service in Online or Mobile Banking, you will receive a text message to the mobile number you provided with a verification code that you must enter online or in your mobile device (or Trusted Device) to confirm the enrollment.

In addition to any applicable provisions within the Openbank PDAA (including the section entitled TELEPHONE AND ELECTRONIC COMMUNICATIONS), message and data rates may apply. Contact your service provider for details about your plan. Please note that some prepaid mobile plans do not support business-to-person text messaging but do support person-to-person text messaging. Please contact your provider for details about your plan.

By selecting a mobile number to receive Alerts via text message, you certify that you are the owner or authorized user of the mobile number and agree to receive autodialed text message Alerts to the enrolled number. To unsubscribe from Alerts Service texts, reply with "STOP" at any time. After you text "STOP," you may receive a confirmation text message verifying receipt of your opt-out request. Alerts sent to the email address that you provided will be unaffected if you decide to opt-out of receiving text message Alerts. For help, reply with "HELP." Text message order delivery is not always predictable and text message notifications may be delayed or not received during regional emergencies or other periods of high messaging traffic.



## **2. The Text Alerts Service is available through the following carriers:**

It is your responsibility to determine if your mobile carrier supports Text (SMS) Alerts and your mobile device can receive such Text (SMS) Alerts. Check with your individual carrier to confirm the availability of this service. For information concerning data obtained to provide certain Alerts (including OTPs, fraud or other servicing-related messages or notifications provided via short code), please see our Privacy Policy.

For questions regarding receiving Alerts via text messaging, please call the Customer Service Center at 1-833-833-8305.

### **I. RECORD OF TRANSACTIONS**

Details regarding your one-time and future-dated Funds Transfers are available in the "Transfer History" or "Scheduled Transfers" in Digital Banking.

### **J. RESERVED (CHECK/DRAFT STOP PAYMENT FEATURE)**

### **K. RESERVED (GETTING STARTED WITH BILLPAY)**

### **L. RESERVED (USING BILLPAY)**

### **M. RESERVED (SCHEDULING A BILLPAY PAYMENT)**

### **N. RESERVED (BILLPAY PAYMENT CALENDAR)**

### **O. RESERVED (ELECTRONIC BILLS (E-BILLS) THROUGH BILLPAY)**

### **P. RESERVED (BILLPAY PAYMENT METHODS)**

### **Q. RESERVED (ONLINE AND MOBILE BANKING/BILL PAY GUARANTEE (For Consumer Accounts Only))**

### **R. RESERVED (ONLINE AND MOBILE BANKING/BILL PAY LIMITATIONS)**

### **S. RESERVED (CANCELING PAYMENTS MADE THROUGH BILLPAY)**

### **T. RESERVED (SANTANDER INVESTMENT SERVICES ACCOUNTS AND BALANCES IN DIGITAL BANKING)**

## **III OTHER TERMS AND CONDITIONS**

### **A. SERVICE HOURS AND AVAILABILITY**

Openbank Digital Banking is available 365 days a year (366 in a leap year) and 24 hours a day, except during system maintenance and upgrades. The Openbank Application availability depends on the wireless network you use and may not always be available depending on your location.

## **B. CANCELING YOUR ONLINE AND MOBILE BANKING SERVICES**

Your Digital Banking services remain in effect until they are terminated by you or by us. You may cancel your service at any time by notifying us of your intent to cancel in writing, or by calling the Customer Service Center at 1-833-833-8305; provided, however, as condition to servicing or administering your Openbank Accounts, you are required to maintain this Agreement and your ability to utilize the Openbank Application. Consequently, termination of this Agreement may result in closure or conversion of your Openbank Accounts.

Prior to notifying us that you wish to discontinue the services, we strongly suggest that you review any scheduled one-time or recurring transfers and if permitted under the terms of this Agreement, the Openbank PDAA or any other terms or conditions between us and you, and:

1. Cancel any Scheduled Payments.
2. Cancel any automatic scheduled (one-time or recurring) transfers if permitted under the terms of this Agreement or the Openbank PDAA.

Please note, certain transfers may be irrevocable or depending on the timing, we may have no obligation to honor any stop payment you issue. You agree and acknowledge you are responsible for transferred amounts, fees, costs or other charges arising from any payments or transfers, subject to applicable law.

## **C. RESERVED (CLOSING PAYMENT ACCOUNTS – BILL PAY)**

## **D. ACCOUNT ACCURACY**

It is your sole responsibility to ensure that the information in your Openbank Account profile is current and accurate. This includes, but is not limited to, your name, address, phone number(s), and email address.

Changes can be made either within the Openbank Application or by contacting the Customer Service Center. Furthermore, it is your responsibility to provide accurate and updated Biller account numbers and Biller information as well as any internal or external account information (including with respect to any External Transfer Account) for purposes of any Funds Transfer under this Agreement. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Biller or other account or personal information, or do not have sufficient funds to satisfy the payment.

## **E. CHANGES TO AGREEMENT**

We may change the terms of this Agreement at any time. We will notify you of the changes as required by law. Your use of Digital Banking, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change. We may terminate your participation in the Digital Banking services for any reason, including inactivity, at any time and this Agreement shall be terminated concurrently with the Openbank PDAA governing your Openbank Accounts – the consequence is that if the Agreement or agreements underlying your Openbank Accounts are terminated for any reason, this Agreement shall terminate as well. In such an event where this Agreement is terminated, we will try to notify you in advance, but we are not obligated to do so.

## F. COMMUNICATIONS

### E-Sign Revocation

In applying for your Openbank Account, you affirmatively agreed to our Consent to Use Electronic Records and Signatures and Receive Electronic Communications and Disclosures ("E-Sign Consent") but you retain the right to withdraw your agreement to the E-Sign Consent (either by explicit revocation or by substantial revocation by demanding paper copies of any document) in accordance with such E-Sign Consent. However, as disclosed to you at account opening, in response to such explicit or substantial revocation we reserve the right to close your Santander Digital Account, terminate your access to Electronic Services (including access to accounts via our website or mobile application), and/or terminate our customer relationship with you if you withdraw consent or decline to consent to an updated version of the E-Sign Consent that we may present to you in the future.

### Electronic Agreements, Communications, and Signatures

As a condition of opening and using your Openbank Account, you agree that we may use electronic communications to enter into binding agreements between ourselves, to establish terms and conditions for products and services you receive from or through us and to service your account generally, including for purposes such as Regulation E and the Electronic Funds Transfer Act or for similar communications throughout this relationship. You agree that electronic communications between us will be subject to the Federal Electronic Signatures in Global and National Commerce Act (E-Sign Act). Electronic

agreements may be provided to you through such modes as hyperlinks or "click-through" agreements on our website. Your affirmative consent to, or agreement with the electronic communication in these circumstances may occur by your clicking "agreed" or "accept" or similar terms indicating assent, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as provided by law (subject to any limitations set forth in the communication). Your signature and agreement may be obtained by us electronically and includes mouse clicks, keystrokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication. You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or records are to be in writing or signed by the party to be bound thereby. Records and electronically "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Notwithstanding the foregoing and upon our request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.

### Email Notifications

You are required to maintain a valid email address to open and maintain access to the Openbank Application and therefore retain your Openbank Account. In managing your Santander Digital Accounts, you may choose to activate or deselect preferences to receive emails, SMS/text messages, or other means of electronic delivery via any method we make available to you. Notwithstanding any stated preferences, we may still mandate certain servicing or transactional-related notifications relating to your Account be sent to you via email, text message, push notification (or other method we may choose) or may choose to close your Account if you opt-out or revoke your consent to receiving such servicing or transactional-related notifications under this Agreement, the Openbank PDAA or any other terms and conditions applicable to your Account. In any event, you agree that notwithstanding any opt-out or revocation of your consent under the Openbank PDAA, they will be deemed effective notice upon you in such cases.

## G. COMMUNICATING WITH YOU

From time to time, Santander may send you SMS text messages, email communications or push notifications within the Openbank Application relating to Digital Banking and/or other products, features, services, and activation programs. We may also send you service-related or account-specific emails, SMS text messages or push notifications. You may opt-in, opt-out or otherwise modify your Marketing Preferences (preferences relating to receipt of telemarketing, sales or promotional emails, SMS text messages or push notifications within the Openbank Application); provided however, we may still designate that certain non-marketing, account servicing communications or notifications relating to your account be sent to you via email, text message, push notification (or other method we may choose) or may choose to close your Account if you opt-out or revoke your consent to receiving such servicing or transactional-related notifications under this Agreement, the Openbank PDAA or any other terms and conditions applicable to your Account. In any event, you agree that notwithstanding any opt-out or revocation of your consent under the Openbank PDAA, they will be deemed effective notice upon you in such cases.

## H. TRANSFERS FROM MONEY MARKET OR SAVINGS ACCOUNTS (RESERVED)

## I. CONTACT BY SANTANDER OR AFFILIATED PARTIES

No Santander employee, nor any company affiliated with Santander, will contact you via email, phone or otherwise requesting your Credentials, including any User ID, password, OTP and/or Verification Code. If you are contacted by anyone requesting this information, please do not provide any information and notify us immediately.

## J. DISCLOSURE OF ACCOUNT INFORMATION

We shall disclose information to third parties about your Openbank Account(s) or your transactions and/or account activity within the SDB Digital Banking Agreement:

1. Where it is necessary to complete transactions or investigate transaction errors and verify transactions;
2. Where we have a third party provide services on our behalf;
3. In order to verify the existence and standing of your account(s) with us upon the request of a third party, such as a credit bureau, merchant, or external financial institution or other payee;
4. In accordance with your written permission;
5. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports;
6. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978;
7. Otherwise in accordance with this Agreement, the Santander Digital PDAA, other agreements between you and us for your deposit or other linked accounts, applicable law and/or our Privacy Policy.

## K. ACCOUNT STATEMENTS

We report your Digital Banking transactions on the monthly statements for your Openbank Accounts. A description of each transaction, including the payee, the date, and the amount of the transaction, as well as the check number (if applicable) will appear on your statement.

Openbank Account statements will be made available within the Openbank Application, where they may be viewed, downloaded and/or printed. As agreed at account opening, as an ongoing condition of maintaining your account, you will not

have the option to receive paper statements sent or mailed directly to you by mail except as otherwise set forth in the Openbank PDAA, this Agreement, the E-Sign Consent, or otherwise and subject to any applicable terms, which may include applicable fees as set forth in Openbank Fee Schedule, termination of this Agreement and closure of your Openbank Accounts. Within your statements, as your account is entirely paperless, you not only agree to receive your statement online, but also agree to receive notices that we make available to you online. We do reserve the right to send you notices and any other documents (including statements if necessary) by the United States Postal Service if the law requires or we have another reason to do so.

Because your statement delivery is paperless in nature, we will email you when a new statement or document is available online for you to view. You are responsible for keeping your email address current with Santander and for adding Santander's email address to your address book to make sure our emails arrive in your inbox.

#### **L. PRIVACY POLICY**

By use of Digital Banking Services, you also agree to the terms of our [Online Privacy Policy](#).

#### **M. INDEMNITY**

You acknowledge and agree that you are personally responsible for your conduct while using Digital Banking and, to the greatest extent permissible under Governing Law, agree to indemnify and hold us and our officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost, or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third-party claim or otherwise, in relation to your use of Digital Banking or the use of Digital Banking by anyone using your Credentials (as defined herein) or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

#### **N. GOVERNING LAW**

This Agreement, and all Accounts and services described herein, are governed by:

- a. Federal Law, and
- b. When not superseded by Federal law, the law of the State where your Account(s) are located pursuant to the Section entitled Governing State Law within the Openbank PDAA.

#### **O. ADDING OR CHANGING ACCOUNT TO PAY SANTANDER CREDIT CARD (RESERVED)**

### **IV ADDITIONAL PROVISIONS APPLICABLE ONLY TO CONSUMER ACCOUNTS**

#### **A. ELECTRONIC FUNDS TRANSFERS DISCLOSURES; GENERALLY**

With respect to consumer electronic funds transfers, as defined in Regulation E, applicable sections within the Openbank PDAA address various related concepts, including but not limited to: (i) Electronic Payments and Deposits; (ii) Pre-Authorized Credits (Direct Deposits); (iii) Notice of Varying Amount; (iv) Stop Payments – What Electronic Payments Can/Cannot be Stopped; (v) Your Liability for Unauthorized Transfers; (vi) in Case of Errors or Questions About Your Electronic Transactions; and (vii) Our Liability for Failure to Complete a Transaction.

## B. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

If you think your periodic statement is wrong or if you need more information about a Openbank Account transaction listed on the statement, call our Customer Service Center at 1-833-833-8305, as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with all of the following information:

1. Tell us your name and Account number.
2. Describe the error or the transfer 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 dollar amount of the suspected error.

If you tell us about the error or problem verbally, we may require that you send your complaint or questions in writing within ten (10) Business Days to Santander Bank, Mailcode: MA1-MB3-01-06, 2 Morrissey Boulevard, Boston, MA 02125 or as we may otherwise provide instruction.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days 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 for written confirmation of your complaint or question and we do not receive it within ten (10) Business Days, we may not credit your account with any provisional credit. If we determine the transaction to not be an error or to be authorized by your or other owner of your Openbank Account, we may debit any provisional credit provided, in accordance with applicable law.

For errors involving new accounts, point-of-sale, or any foreign-initiated transactions (if applicable), we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will let you know the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

You must contact us within thirty (30) days after you receive your statement if you think a transaction, other than an electronic transfer, shown on your statement is wrong, or if you need more information about the transaction.

For additional terms, conditions or provisions applicable to any errors or questions concerning your electronic transactions, please see applicable sections within the Openbank PDAA, including but not limited to (i) Electronic Payments and Deposits; (ii) Pre-Authorized Credits (Direct Deposits); (iii) Notice of Varying Amount; (iv) Stop Payments – *What Electronic Payments Can/Cannot be Stopped*; (v) Your Liability for Unauthorized Transfers; (vi) in Case of Errors or Questions About Your Electronic Transactions; (vii) Our Liability for Failure to Complete a Transaction.



### C. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

If you believe your Credentials or any other means you have established for accessing your Openbank Accounts or the Openbank Application have been lost, stolen, or compromised, used without your permission and/or someone has transferred or may transfer money from your account without permission, call our Customer Service Center using the linked function within the Openbank Application or at 1-833-833-8305. Please note, if you call the Customer Service Center from phone number not associated with your registered Trusted Device, we may be limited in the extent to which we may help you in that moment. You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary to assist us in resolving your claim or dispute.

You agree and acknowledge that a failure to provide timely notice under this subsection may result in loss in available funds within your Openbank Accounts, available balance of any overdraft line of credit (if/when applicable to Santander Digital Bank Accounts) or other funds or accounts, subject to this Agreement or other agreements you may have with us.

Please see the Section entitled *Your Liability for Unauthorized Transfers* within the Openbank PDAA to understand more with respect to your liability arising from unauthorized access or transactions affecting your Openbank Account(s).

### D. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSACTION INITIATED THROUGH THE OPENBANK APPLICATION

In addition to any applicable terms and conditions within the Openbank PDAA or other agreements between us, if we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we may be liable for certain damages ultimately caused by our failure (subject to certain exceptions); provided, however, such liability shall be limited to actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

FURTHER, AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, MOBILE DEVICE, EQUIPMENT, BROWSER, APPLICATION, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL BANKING PLATFORMS (INCLUDING THE OPENBANK APPLICATION), AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF DIGITAL BANKING (INCLUDING THE OPENBANK APPLICATION), PERMITTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES, OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF DIGITAL BANKING (INCLUDING THE OPENBANK APPLICATION) IS AT YOUR SOLE RISK AND THAT DIGITAL BANKING AND ALL INFORMATION, SOFTWARE, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY

INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

## **V ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS (RESERVED)**

## **VI MOBILE CHECK DEPOSIT**

### **A. DESCRIPTION OF SERVICE**

The Mobile Check Deposit service is only available within our Santander Mobile Banking Application when you install it on certain devices (including but not limited to smartphones and tablets) to capture electronic images of the front and back of certain checks and to then deposit those checks into the accounts you select.

### **B. ELIGIBILITY**

In order to use this service, you must be an owner on the account into which you are depositing the check or someone authorized to make deposits to the account on behalf of the owner. Mobile Check Deposits can be made to personal checking and savings accounts, including money market savings accounts, but not to Certificate of Deposit (CD) accounts or any account in your Individual Retirement Account. We may terminate your use of Mobile Check Deposit and/or close your account at our discretion if you violate any of the terms of this Agreement or if checks you deposit using our Mobile Check Deposit service are repeatedly returned to us unpaid. Subject to the Restrictions set forth in Section D below, you may deposit personal checks, business checks and cashier's checks. Additionally, only checks drawn on a bank in the U.S. and payable in U.S. currency will be accepted through Mobile Check Deposit. You cannot deposit any check drawn on the account into which the check is being deposited. We may change the types of checks we accept through Mobile Check Deposit or limit your ability to deposit certain types of checks, at any time, without prior notice to you if required for security reasons.

### **C. HARDWARE AND SOFTWARE REQUIREMENTS**

To utilize this service, you must be enrolled in our Digital Banking service. You must also download our Mobile Banking App. Your device must have the ability to capture images of sufficient quality in order to complete a deposit, and we reserve the right to reject any check you try to deposit if the image of the check does not meet our standards. You are responsible for all costs of using our Mobile Check Deposit Service and operating your device, including any cellular and internet service charges.



**D. RESTRICTIONS**

When using Mobile Check Deposit:

- You may only deposit original checks payable to you or, if the account into which the check is being deposited has more than one owner, payable to some or all of the owners of the account, but not to anyone else.
- You must endorse the check with your signature and "For Mobile Deposit Only" on the reverse of the check.
- Under no circumstances are you permitted to negotiate a check you have deposited using Mobile Check Deposit a second time with us (whether through Mobile Check Deposit, at a branch, or at an ATM) nor are you permitted to negotiate the same check with any third party, including another bank.
- You will keep the original check for a minimum of fourteen (14) days after submitting the images for deposit and when the check is no longer needed, you will destroy the original check in a secure manner, such as shredding it.
- You must store the original check in a safe location and take steps to ensure that no unauthorized person can access the original check.
- You will not deposit duplicate checks or check copies (fees may apply, review your fee schedule for more details).
- You will not deposit any check that had previously been returned unpaid.
- You will only submit items that contain machine-readable MICR data at the bottom of the check.
- You will cooperate with us during any investigation of transactions, including disputed or unusual items, and if necessary, you will provide upon request any originals or copies of items in your possession and any records relating to checks you submitted for deposit.

**E. LIMITS**

We may place limits on the amount, number, or type of checks you deposit using Mobile Check Deposit. You will be notified of said limits on screen when you use the Mobile Check Deposit feature, except that advance notice may not occur if the limits are imposed for security reasons. If you attempt to make a deposit in violation of these limits, we may accept or reject the Mobile Check Deposit at our discretion. If we accept a deposit that exceeds the established limits, it is still subject to this Agreement.

**F. FUNDS AVAILABILITY**

The checks you deposit using Mobile Check Deposit are not considered received by us until we have sent you a message confirming our receipt of your deposit. If we receive and accept a deposit before 10:00 p.m. ET, we consider that day to be the day of your deposit. If a deposit is received after our cut-off time or on a day that is not a Business Day, such as on a weekend, we will consider the deposit to be made as of the next Business Day we are open. Funds from checks deposited using Mobile Check Deposit will be available in accordance with the Funds Availability Policy in our Openbank PDAA and availability of such funds may vary from rules applicable to in-person or ATM deposits.

**G. COMMUNICATIONS**

You agree to provide an email address that will be used for notifications regarding the status of your deposits made through Mobile Check Deposit. In certain circumstances, some disclosures may be provided by email. You agree that you will, if we ask, provide a current and valid email address and that you will tell us immediately if your email address changes. If you change your email address, you must notify us by updating your email address in Digital Banking, by calling our Customer Service Center, or by visiting a branch. If we deliver disclosures to you using the information we have on file, you will be deemed to have received the disclosures, even if our message is returned to us by an Internet service provider as undeliverable, for example.

## H. FEES

You are responsible for paying any fees related to this service. We have the right to change the fees for this service at any time. You authorize us to deduct any fees that may be assessed directly from the account in your name into which a deposit is made.

## I. LIABILITY

**You are solely responsible for any check you deposit, whether through Mobile Check Deposit or using another means we make available to you. If you violate the terms of this Agreement or if a check is returned to us unpaid, regardless of when that check is returned and regardless of the reason for the return, we reserve the right to debit your account for the amount of the check. You should take extra care when depositing a check from a person or business you do not know.**

We will not be liable to you for any losses or damages other than those caused solely and directly by our gross negligence or willful misconduct. Our liability will never exceed your actual damages. We are not liable for any indirect, special, or consequential damages you may incur.

**You acknowledge that the service is provided to you 'as is' and your use is at your own risk.**

For additional information on services offered by Santander Bank, please contact us by using the "click-to-call" function within the Openbank Application from your Trusted Device or from within an authenticated space or call our Customer Service Center at 1-833-833-8305.

Hearing- and speech-impaired customers may use 7-1-1 or their preferred relay service. Visit us online at [www.openbank.us](http://www.openbank.us).