

Digital Banking Agreement

FOR BUSINESS ONLINE AND MOBILE BANKING

Effective November 13, 2020



Digital Banking Agreement

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I. GENERAL DESCRIPTION OF AGREEMENT

A. WHAT THIS AGREEMENT COVERS

This Digital Banking Agreement for Business Online and Mobile Banking effective November 13, 2020 (as may be amended from time to time, collectively referred to as this "Agreement") between you ("You" and "your" refer to the Santander Bank, N.A. customer that has enrolled in the Santander Bank, N.A. Business Online Banking and/or Business Mobile Banking service) and Santander Bank, N.A. (also referred to herein as "Santander Bank," "Santander", "we", "us", and "our") governs the use of our Business Online Banking service and our Business Mobile Banking services (collectively referred to herein as Business Online and Mobile Banking"). Business Online and Mobile Banking permits Santander Business Banking customers (sole proprietors and other Business Banking customers) to perform a number of digital banking functions on accounts linked to the service(s) through the use of, for Business Online Banking a personal computer, or, for Business Mobile Banking Services a mobile device. Unless otherwise indicated, "accounts", "linked accounts," or "accounts linked to the service" refers to all of your Santander Business Banking or Consumer accounts that you have linked to Business Online Banking or Business Mobile Banking services.

The purpose of this Agreement is to inform you about the features, functions, and appropriate uses of Business Online and Mobile Banking and some of your obligations and liabilities in connection therewith.

B. ACCEPTING THE AGREEMENT

When you use Business Online and Mobile 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 any linked account(s), at any time. By continuing to use Business Online and Mobile 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 Business Online and Mobile 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 terms of this Agreement and any other applicable rules concerning those features.

You agree not to use Business Online and Mobile Banking to pay payees to whom you are obligated for tax payments, or to make payments made pursuant to court orders or to settle securities transactions or as loan pay-off amounts, fines, timeshare payments, payments to loan sharks, gambling debts, or any other payments that may be or are otherwise prohibited by law. In no event will we be liable for any claims or damages resulting from your scheduling of these types of payments. You agree not to attempt to log on to Business and Mobile 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 Business and Mobile Banking from one of these countries may result in your access being restricted and/or terminated.

C. RELATION TO OTHER AGREEMENTS

Your use of Business Online and Mobile Banking may also be affected by other agreements between you and us for your deposit or other linked account(s). When you use Business Online or Mobile Banking, your use of Business Online or Mobile Banking is governed by this Agreement as well as the agreements that you already have with us for any account(s) linked to Business Online and Mobile Banking, including but not limited to the Business Deposit Account Agreement. Your use of Business Online or Mobile Banking is subject at all times to any and all otherwise applicable agreements, including but not limited to such agreement(s) containing provisions on applicable fees, availability of deposits, limitations on the number of transactions that you can make, and other restrictions that may impact your use of Business Online and Mobile Banking.

To the extent there is a conflict between the terms of this Agreement and your applicable account agreement(s) with us, the terms of your account agreement(s) will control except as otherwise stated herein. In the event of a dispute arising under or relating in any way to this Agreement or to the use of Business Online and Mobile Banking provided under this Agreement, you and Santander agree that the terms of this Agreement will govern and control. If there is a conflict between what one of our employees says regarding Business Online and Mobile Banking and the terms of this Agreement, the terms of this Agreement shall control.

D. LIMITATION OF SERVICE

We have the right to revoke, refuse access to, or terminate Business Online and Mobile Banking at any time, without cause or notice. If we do, you understand that no scheduled transactions initiated through Business Online Banking or Business Mobile Banking will be made. You will be denied the use of Business Online and Mobile Banking if you do not enter the correct login information. There is a limit of three (3) failed login attempts and your access to Business Online Banking will be suspended if you exceed these limits. A Sys Admin (as defined herein) can reset your password using the Forgot Password feature available in the login page.

All of the features of Business Online Banking may not be available through the Business Mobile Banking application. To access all features and services offered through Business Online Banking, sign in directly to our website at www.santanderbank.com. Please refer to this Agreement, your Business Deposit Account Agreement, Business Deposit Account Fee Schedule or other governing documentation for information on fees.

E. DEFINITIONS

"Automatic Payment" means a Bill Payment scheduled for a fixed amount at regular intervals. For example, you can schedule a Bill Payment at the first day of each month to pay your mortgage or rent.

"Available Funds" means funds on deposit in your Santander account and available for withdrawal pursuant to our Funds Availability Policy in our Business Deposit Account Agreement.

"Basic Payments" mean a feature within Business Online Banking or Mobile Banking that allows you to make electronic transfers from your eligible Santander checking, savings and money market savings accounts to other checking, savings or money market savings accounts at Santander or at other financial institutions in the US. These transfers can be ACH or Wire transactions.

"Bill Payment" means a payment that is scheduled or made using the BillPay feature of Business Online Banking or Business Mobile Banking.

"Biller" means the person or company you set up in the "BillPay" page of Business Online Banking or Mobile Banking to receive a bill payment, and/or is the company from which you receive electronic bills within BillPay.

"Business Day" means every Monday through Friday, excluding federal holidays.

"Due Date" means the date on your Biller statement on which the payment of that Biller Statement is due; it is not the date in which the payment is considered late, nor does it include any grace period.

"Electronic Bills" or "e-Bills" means the bills you can receive electronically from participating Billers. E-bills must be requested through Business Online Banking using a personal computer.

"Expedited Payment" means a Basic Payments transaction that will generally be completed in the same Business Day. Expedited Payments to accounts at other financial institutions will be completed through wire transfer.

"Payment Account" means the Santander business checking account from which a Bill Payment will be debited. You will need to designate a business checking account to be the Payment Account at the time you schedule a Bill Payment. All of your eligible checking accounts that could be a Payment Account will automatically be displayed.

"Payment Calendar" is a calendar found within the BillPay service used to schedule your payment date. The Payment Calendar will indicate the first available payment date and all other available payment dates when your bill can be paid.

"Recipient" means the person or company to which a payment may be made using the Basic Payments feature of Business Online Banking.

"Recurring Transfer" means a transfer or Basic Payment scheduled for a fixed amount at regular intervals.

"Scheduled Payment" means a Bill Payment that has been scheduled through the BillPay feature of Business Online Banking or Mobile Banking but has not been processed.

"Scheduled Payment Date" means the day you select for your Biller to receive the Bill Payment. If the Scheduled Payment Date falls on a non-Business Day for an Automatic Payment, the Scheduled Payment will process on the next Business Day.

"Service Fee Period" means the period beginning on the day regular service fees, such as monthly fees, are posted to your account and ends on the day before service fees are next posted to your account. This may not always be a calendar month.

"Standard Payment" means a Basic Payment transaction that will generally be completed within two (2) Business Days.

"Sys Admin" refers to the System Administrator or the business owner with full access to Business Online or Mobile Banking through their Sys Admin profile.

"Users" refers to users set up by Sys Admins through the Business Online Banking application and have delegated access to specific features in Business Online and Mobile Banking.

F. SERVICE FEES

We do not charge a service fee for the use of Business Online and Mobile Banking at this time; however, some services offered through Business Online and Mobile Banking, such as but not limited to stopping payment of a check, may incur additional service or other 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 solely responsible for paying any telephone company or utility charges and/or Internet access fees incurred while using telephone lines and/or Internet access services to connect with Business Online and Mobile Banking. Please see our Business Deposit Account Fee Schedule for our standard fees and charges applicable to Business Deposit Accounts. Please see our Personal Deposit Account Fee Schedule for our standard fees and charges applicable to Personal Deposit Accounts. There are fees for Basic Payments outside of Santander and those fees are also displayed on the page used to initiate the transfer within Business Online Banking.

II. GETTING STARTED WITH BUSINESS ONLINE BANKING & MOBILE BANKING

A. GETTING STARTED

To use Business Online Banking or Business Mobile Banking you must use devices and software compatible to our software applications.

For Business Online Banking access, you must have:

- Personal computer access to Business Online Banking

To access Business Online Banking through a personal computer, you must have Business Online and Mobile Banking logon credentials, a computer equipped with internet access, and an internet browser that supports 128-bit encryption and all HTML5 standards used on any of the following operating systems:

- Windows 7 or higher:
 - Chrome 67 and higher
 - Edge 18 and higher
 - Firefox 68 and higher
- Mac OS 10.9 or higher:
 - Chrome 67 and higher
 - Safari 11.0 and higher
- Mobile device access to Business Online Banking

To access Business Online Banking through an internet browser on a mobile device, you must have any of the following mobile operating systems:

- iOS 10 or higher.
- Android Smartphones and Tablets OS 4.1 or higher.

For access to Santander's Business Mobile Banking Application, you must:

- Download the Santander Business Banking Mobile application; AND
- Have an iOS mobile device running iOS 8.0 or greater, OR
- Have an Android mobile device running Android 5.0 or greater.

B. USING BUSINESS ONLINE AND MOBILE BANKING

You may use Business Online Banking to:

- Transfer funds between your Santander checking, savings, and money market savings accounts or to other Santander customers.
- Transfer funds between your Santander checking, savings, and money market savings accounts and checking, savings and money market at other financial institutions in the U.S.
- Obtain balance and transaction information for your eligible Santander checking, savings, and money market accounts
- View the front and back images of recently cleared checks, withdrawal slips and deposit slips.
- Perform self-service account maintenance such as placing your own stop payment requests.
- Pay bills through the BillPay service.
- View nicknames of Billers while paying bills and enjoy calendar access to easily set up both recurring and/or one-time payments.
- View your deposit account statements online.
- Select account statement preferences to paperless.
- Set up and manage Alerts sent via email regarding your business accounts.
- View password requirements when setting up or changing a password.
- Manage contact details — edit, add, or delete business contact information at any time.
- View last login date and time.

You may use Business Mobile Banking to:

- Transfer funds between your Santander checking, savings, and money market savings accounts or to other Santander customers.
- Transfer funds between your Santander checking, savings, and money market savings accounts and checking, savings and money market at other financial institutions in the U.S.
- Obtain balance and transaction information for your eligible Santander checking, savings, and money market accounts
- View the front and back images of recently cleared checks, withdrawal slips and deposit slips.
- Pay bills through the BillPay service.
- View nicknames of Billers while paying bills and enjoy calendar access to easily set up both recurring and/or one-time payments.
- Set up and manage Alerts sent via email regarding your business accounts.

Any transaction made through Business Online or Mobile Banking will be conclusively presumed to have been made at your request when (1) deposited or credited to or debited from your account with Santander Bank or (2) made with the instructions of a User authorized to transact on your behalf.

Not all functionality may be available on all devices based on the compatibility requirements.

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 expressly consent and authorize us to send electronic communications to that email. Furthermore, you agree that you will immediately provide us with an updated email address, should it change. If we deliver electronic communications to you using the email address we have on file, you will be deemed to have received the electronic communications even if, for example, our message is returned to us by an Internet service provider as undeliverable.

If you are using finance management tools, software or any other indirect or third-party service to access, track, download or pay bills, the features listed above may not be available or your software may not work in conjunction with Business Online and Mobile Banking.

Features or Services you can ONLY use within our Mobile Business Banking App:

- Capture electronic images of the front and back of certain checks, and deposit checks into the account you select. Please review Section VIII: Mobile Check Deposit for further details.
- Set up biometric identifier(s) to securely log in.

If you register any biometric identifier on your mobile device and use that to log in to Business Mobile Banking, you agree and understand that anyone else whose biometric identifier can be used on your mobile device may have access to your account. If there are other persons whose biometric identifiers can be used to access your mobile device, such person(s) may also be able to access Business Mobile Banking in this manner. You expressly acknowledge and agree that we are not liable and will not be liable for any transactions conducted by, or any account information accessed by, any party whose biometric identifier is registered to or can be used on your mobile device.

C. USING YOUR PASSWORD

The Sys Admin password acts as the signature as the owner and sole user of the Organization ID and User ID for your Business Online and Mobile Banking service. Your password is an identification code that is personal and confidential. The use of the password with Business Online and Mobile Banking is a security method by which you maintain the security of your account(s). Therefore, YOU AGREE THAT YOU WILL NOT DISCLOSE YOUR PASSWORD TO ANYONE AND THAT YOU WILL TAKE ALL PRECAUTIONS TO ENSURE THAT NO ONE ELSE LEARNS YOUR PASSWORD AND TO PRESERVE THE CONFIDENTIALITY OF YOUR ORGANIZATION ID, USER ID, YOUR PASSWORD, AUTHENTICATION CODE OR OTHER IDENTIFIER AND TO PREVENT THE USE OF THE BUSINESS ONLINE AND MOBILE BANKING SYSTEM BY UNAUTHORIZED PERSONS. YOU AGREE THAT IF YOU GIVE YOUR PASSWORD TO SOMEONE ELSE TO USE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OR MISUSE OF BUSINESS ONLINE AND MOBILE BANKING BY THEM. YOU AGREE THAT IF YOU ALLOW SOMEONE ELSE TO ACCESS BUSINESS ONLINE AND MOBILE BANKING, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OR MISUSE OF BUSINESS ONLINE AND MOBILE BANKING BY THEM UNTIL YOU TELL US THAT YOU HAVE REVOKED THIS AUTHORIZATION AND WE HAVE A COMMERCIALY REASONABLE AMOUNT OF TIME TO ACT ON SUCH NOTICE OF REVOCATION. YOU ASSUME FULL RESPONSIBILITY FOR THE CONSEQUENCES OF ANY MISUSE OR UNAUTHORIZED USE OF OR ACCESS TO BUSINESS ONLINE AND MOBILE BANKING OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OR INSTRUCTIONS BY YOUR EMPLOYEES, AGENTS, OR OTHER THIRD PARTIES.

If you permit any other person(s) or entity, including any data aggregation service providers, to use Business Online and Mobile Banking or to access or use your card numbers, account numbers, PINs, User IDs, passwords, or other means to access your accounts through Business Online and Mobile Banking, you assume full responsibility for any transactions and activities performed from your accounts and for any use or misuse of your personal and account information by such person (s) or entity. You agree to: (1) keep your Organization ID, User ID and password secure and strictly confidential; (2) immediately notify us of any change in status, or authority, of any authorized signer on record with the bank; and (3) immediately notify us and select a new password if you believe or have reason to believe your Organization ID, User ID or password is known or may be used by any unauthorized person(s).

Santander will have no liability to you for any unauthorized payment or transfer made using your Organization ID, User ID or password that occurs before you have notified us of possible unauthorized use and we have had a commercially reasonable opportunity to act on that notice. We may suspend or cancel your use of Business Online and Mobile Banking without notice from or to you if we suspect your Organization ID, User ID or password is being used in an unauthorized or fraudulent manner.

Any transaction initiated through Business Online and Mobile Banking using your Organization ID, User ID and Password or biometric identifier, even if you or any of your Users did not actually conduct the transaction, will be deemed to have been authorized by you and you will be responsible for the transaction. You expressly acknowledge and agree that it solely your responsibility to ensure at all times that any computer or mobile device that is used to access Business Online and Mobile Banking is protected from viruses and other malware by using firewalls, anti-virus software and anti-malware software.

D. ACCESS LEVELS FOR USERS

You must designate which individual is authorized to act as Sys Admin and which accounts will be used for payments and transfers using services available through Business Online or Mobile Banking. As the Sys Admin, you can create additional User IDs to grant Business Online and Mobile Banking access to other Users. We automatically assign the highest level of access to your User ID as the Sys Admin. The Sys Admin assigned by you must be a signer on at least one of the accounts accessed through Business Online and Mobile Banking.

The Sys Admin may use Business Online Banking to add additional Users and set up each User with a separate password, and to remove any Users. Within Business Online Banking, the Sys Admin can also designate, restrict, and manage the access/service level for each additional User in Business Online and Mobile Banking. The Sys Admin has the authority to authorize other User(s) to have, depending on the access and actions, authority equal to or lesser than the Sys Admin's level of access and authority.

User access restrictions can cover the following: accounts a User has access to, dollar limits for certain transactions, whether financial or certain non-financial transactions can be completed, reports and information that can be viewed, and services that may be accessed. BillPay, Mobile Check Deposit, and Self-Service Reset Password and Retrieve User ID/Organization ID features are only available to the Sys Admin.

The Sys Admin can create permissions in Business Online Banking that allows you to add an additional layer of security to certain transactions, including but not limited to payments through the Basic Payments Service. By restricting which User(s) are permitted to initiate and release payments, you can create a dual control setting to add an additional layer of security to certain transactions. This security enhancement requires a secondary approval to release payment.

Regardless of the nature of the transaction, you are responsible for all transactions performed by any User until you remove or cancel the User's access to Business Online and Mobile Banking and we have had a commercially reasonable opportunity to implement such removal or cancellation. You agree that you are responsible for any Business Online Banking or Business Mobile Banking action or service activity (including without limitation, funds transfers, wire transfers and/or ACH transactions) of the Sys Admin, any User(s) that you add, and any user or person that you allow to access Business Online or Mobile Banking.

E. LIMITATIONS AND DOLLAR AMOUNTS FOR INTERNAL TRANSFERS BETWEEN YOUR ACCOUNTS AT SANTANDER

You may transfer funds between your checking, savings, and money market savings accounts for any dollar amount between \$0.01 and \$999,999.99.

Transfers you initiate on a Business Day before 10:00 p.m. ET will post to your accounts as of that Business Day. Funds deposited via the transfer will be available to cover charges posted to your account that day. 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 accounts on the next Business Day. Funds deposited via the transfer may be available immediately to cover your ATM withdrawals and card purchases.

Recurring Transfers and future-dated transactions will generally post to your account on the date you select. If you select a day that is not a Business Day, the transfer will occur on the next Business Day. Account statements and Available Funds balances may not reflect transactions until the transactions have been officially posted to your account.

You agree to have sufficient Available Funds in your account at the time you schedule a transfer to occur. If you do not have sufficient funds in your account on the date the transfer is scheduled, we will not perform your transfer request. No further attempt will be made by Santander to process the transfer instruction. In all cases, you are responsible for rescheduling the transfer. We reserve the right to impose unavailable funds fees, over-the-limit fees, or transfer fees.

To cancel a future-dated or Recurring Transfer, you can click the "Pending Transfers" option within the "Transfers" tab of Business Online Banking or the "Transfers and Payments" section of Business Mobile Banking. One-time transfers scheduled for the same day may not be canceled.

F. ALERTS

You can set up opt-in alerts in Business Online Banking to be sent to your email address on file for the individual customer associated with the business, or one that you provide during the activation process. Alerts allows you to receive important notifications triggered by specific account activities. You can choose to receive business deposit account related alerts. The alerts service will allow you to choose which alert messages you would like to receive for each of your business deposit accounts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service. Depending on the type of alert, it may take up to two Business Days for the alerts to be implemented. You agree that we are not liable for any delays, failure to deliver any alert(s), misdirected delivery of any alert(s), any errors in the content of an alert(s), or any actions taken or not taken by you or a third party as the result of an alert.

We may add new alerts from time to time or cancel old alerts. We will use commercially reasonable efforts to notify you when we cancel existing alerts, but are not obligated to do so.

Alerts will be sent to the email address you designate during the alert's activation process. If your email address changes, you are responsible for informing us of that change.

Sent alerts are not encrypted. Because alerts are not encrypted, we will never include your password, social security number, or full account number, nor will we ask for any such information to be provided to us through an alert. Alerts may include other account information including your name and some information about your accounts such as balances, recent transactions, and due dates for any payments. Anyone with access to your email will be able to view the contents of these alerts.

G. RECORD OF TRANSACTION

Details regarding your one-time, Recurring Transfers, and future-dated transfers, other than Basic Payments, are available in the "Pending Transfers" section in Business Online and Mobile Banking.

H. STOP PAYMENT FEATURE

The stop payment feature may not be used with respect to any payment scheduled through Business Online Banking. Please see our Business Deposit Account Agreement for provisions governing stop payment orders. You can order us to stop payment on any check that you write from your Santander checking account unless we have accepted, certified, paid or otherwise became accountable for the check, except to the extent required by law. You must allow us a reasonable time to initiate your stop payment request. Your stop payment request will remain in effect for six (6) months and is subject to our regular stop payment fee(s).

I. ACKNOWLEDGMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES

To avoid unauthorized access to your personal, business or financial information, you agree to adopt all reasonable security measures offered by Santander. By enrolling in and using Business Online and Mobile Banking, you acknowledge and agree that this Agreement and the Business Online and Mobile Banking service contain security procedures that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures.

III. BILLPAY SERVICE

A. GETTING STARTED WITH BILLPAY

To use BillPay you must be at least 18 years of age and have the following:

- Access to Business Online Banking either through a personal computer or a mobile device.
- At least one Santander Bank business checking account
- At least one Biller added to your Biller List
- An active e-mail account that you regularly use, if you are going to use the e-Bills service or reminder notification features.
- A valid U.S. address you are able and willing to provide.

You may use BillPay to:

- Make one-time or Automatic Payments from your Santander checking account to Billers.
- Use the Electronic Bills (e-Bills) service to:

- View Biller statements and detailed information through a personal computer.
- Receive notifications directly to your designated email account when an e-Bill has been received.
- Send us secure online mail messages and questions regarding the BillPay service through a personal computer.

Not all Billers participate in the e-Bill service. For a full list of Billers, call 877-768-1145.

B. SCHEDULING A PAYMENT

Bill Payments can be made in any amount between \$0.01 and \$999,999.99. Bill Payments can only be scheduled from the Santander Checking Accounts linked to Business Online and Mobile Banking and can be entered as either: (1) one-time transactions up to one (1) year (365 days in a non-leap year or 366 days in a leap year) in advance; or (2) Automatic Payments.

Our ability to deliver your Bill Payment in a timely manner is dependent upon specific Biller requirements and accounts receivable processing times. When you attempt to schedule a payment, we will inform you of the earliest available Bill Payment delivery date. We recommend that you schedule Bill Payments at least five (5) Business Days prior to your Due Date. The Payment Calendar will only permit you to select a valid and available Payment Date. There are some Billers who offer shorter delivery times, and, therefore, do not require the five (5) Business Day scheduling time. When scheduling Bill Payments, if you want the Bill Payment to arrive on or before the actual payment Due Date, then you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date in order for the payment to be made by the actual Due Date. You are responsible for all late fees, interest charges or other actions taken or not taken by you that result in or are related to late payments.

Automatic Payments that fall on a day that is not a Business Day will be processed on the next Business Day. When entering a Bill Payment, determine the actual due date located on your Biller statement, or if using an e-Bill, the system will enter the Due Date for you.

C. BILLPAY PAYMENT CALENDAR

You can schedule your Scheduled Payment Date using the Payment Calendar found within the BillPay service. The Payment Calendar will indicate the first available date and all other available dates that are eligible Scheduled Payment Dates.

D. ELECTRONIC BILLS (E-BILLS) THROUGH BILLPAY

You can receive bills electronically from participating Billers in the form of e-Bills; e-Bills must be requested through Business Online Banking using a personal computer.

- **Approval of e-Bills.** Participating Billers establish their own criteria for reviewing requests to send e-Bills and have sole discretion in accepting or declining your request. Participating Billers typically require five (5) Business Days to act upon your request to receive e-Bills. Upon activation of the e-Bill feature, Santander may notify the Biller of your request to receive electronic billing information. Your receipt of your first e-Bill may vary from Biller to Biller and may take up to sixty (60) days.

- **In some cases, we obtain the e-Bill from the website of the Biller.** To do so, we ask you for information needed to retrieve the e-Bill, such as a required password. By providing this information, you are authorizing Santander to access the Biller's website on your behalf and retrieve your account and e-Bill information.
- **Notifications.** There are two (2) types of e-Bill notifications:
 1. Electronic Bill via e-mail that notifies you of the delivery of an e-Bill and provides a summary of the e-Bill (typically due date, amount due, and balance), as well as the "Pay" button. After you click the "Pay" button, you must sign into Business Online Banking or Mobile Business Banking, navigate to the BillPay section, and input and confirm the relevant payment details to pay your e-Bill.
 2. E-mail reminder that simply notifies you of the delivery of an e-Bill, but does not contain any summary information or payment options.

To add the electronic notifications to your e-Bills service, click on the "Manage My Bills" tab and click "Add e-mail notification of electronic bill." Electronic Bill via e-mail and e-mail reminders are both typically sent to you within 48 hours of the e-Bill being uploaded to the BillPay service. If you do not receive your e-mail notification, check the "My Profile" account set-up to verify your current e-mail address. It is your responsibility to maintain an active e-mail account that you regularly use. If you fail to maintain a current e-mail address, we will be unable to deliver your notifications. We are not responsible for lost notifications due to an invalid, full, or otherwise non-receiving or over-extended e-mail account. We are unable to regenerate or resend an e-Bill notification.

Some Billers require your e-mail address when you add an electronic version of your bill. For other Billers, this information is optional. However, a Biller may use your e-mail address to contact you directly if there is a question about your Bill Payment.

To change the electronic notifications to your service, click on the "Manage My Bills" tab and click "Update e-mail notification of electronic bill."

- **Timely delivery of e-Bills.** We have no control over the delivery of an e-Bill from a Biller and are not responsible for late delivery of an e-Bill, or for late payments resulting from a late e-Bill. If you do not receive an e-Bill, it is your responsibility to contact the Biller directly. If you have questions regarding the contents of your e-Bill, you should contact the Biller directly.
- **Non-Delivery of e-Bills.** We are not responsible if the Biller fails to deliver an e-Bill. You are responsible for ensuring timely payment of all bills and e-Bills. Copies of previous e-Bills must be requested from the Biller directly. We are not responsible for the non-delivery of e-Bill notifications. It is your responsibility to maintain a current e-mail address as displayed on the "My Profile" page.
- **Accuracy and dispute of an e-Bill.** We are not responsible for the accuracy of an e-Bill. If you have questions regarding the contents of your e-Bill or wish to dispute any of the contents of an e-Bill, you should contact the Biller directly.
- **Biller enrollment and personal information.** When you establish e-Bills with a participating Biller, you will be requested to provide personal information that will be forwarded to the Biller. If you have concerns about the Biller's use of this information, you should contact the Biller directly.
- **Discontinue the e-Bills service.** You may cancel e-Bills service at any time by going to the "Manage My Bills" section within BillPay. It may take up to sixty (60) days for an electronic delivery of e-Bills to stop. We will notify your Biller when you cancel the e-Bills service. It is solely your responsibility to make arrangements for an alternate form of bill delivery.

E. BILL PAYMENT METHODS

We will make Bill Payments you have scheduled either electronically or by check. Although you will not be able to select how a Biller will be paid, most major Billers accept electronic payments. We encourage you to provide as much information as possible when setting up a Biller so that we can match your Billers to those in our database that accept electronic payments. If we pay by check, the check may either be drawn on our operating account or it may be drawn directly on your account.

If a Biller is paid electronically, the Biller will receive the electronic payment on the Scheduled Payment Date, or in some cases before. Electronic payments are deducted from your Payment Account on the Scheduled Payment Date, even if your Biller credits you sooner.

If a Biller is paid by check, we prepare and mail the check so that it will generally arrive at the Biller on the scheduled Payment Date. If the check is drawn on our operating account, we will deduct the amount of your Bill Payment from your Payment Account on the Scheduled Payment Date. If the check is drawn directly on your account, the Bill Payment will be deducted when the Biller cashes the check and it is presented to us for payment. Depending upon the speed of the U.S. Postal Service and your Biller, this may occur before your Scheduled Payment Date. Make sure you have sufficient funds in your Payment Account as you schedule your Bill Payments. Also, if the check is drawn directly on your account, it will be returned to you in the same way as any other check you have written with your monthly statement, in the format specified in your Statement Check Options. It will look a little different from the checks you write and will bear a six-digit check number that begins with "99".

If we pay a Biller using a check drawn on our operating account and the Biller does not deposit the check within 90 days, we will automatically stop payment of the check and re-credit your account. If we pay a Biller by a check drawn directly on your account and it is not deposited within 180 days, you will need to contact us to request a stop payment on this check. You will need to either schedule a new payment or arrange to pay the Biller using another method.

F. CANCELING BILL PAYMENTS

You cannot cancel a Bill Payment once it has begun processing or has posted to your account, although Bill Payments that are still pending may be canceled or modified. After you cancel a Bill Payment, the status changes to "Canceled". Canceled Bill Payments remain in your Bill Payment history.

You may cancel Automatic Payments three (3) or more Business Days before the transaction is scheduled to occur.

IV. BASIC PAYMENTS SERVICE

A. GETTING STARTED

You may use Basic Payments to:

- Make a one-time or future-dated transfer from your Santander deposit account to another account owned by another individual or business at Santander or to a deposit account at another financial institution within the United States.

To use the Basic Payments feature of Business Online Banking and Mobile Banking to transfer funds, you must:

- Have access to Business Online and Mobile Banking.
- Have at least one Santander Business Banking checking or savings account.
- Sign up for our One-Time Passcode (OTP) service, as described further in Section IV.D below.
- For Standard Payments, provide the routing number of the financial institution to which you are sending the funds along with the account number of the recipient at the financial institution.
- For Expedited Payments, provide the routing number of the financial institution to which you are sending the funds, the account number of the recipient at the financial institution and the name and address of the recipient.

B. SCHEDULING A BASIC PAYMENT

- The cut-off times for Basic Payments made to non-Santander accounts are as follows:
 - 5:30 p.m. ET on a Business Day for Expedited Payments; and
 - 7:00 p.m. ET on a Business Day for Standard Payments
- The cut-off times for Basic Payments made to Santander accounts are as follows:
 - 10:00 p.m. ET on a Business Day for Expedited Payments and Standard Payments.
- Funds will be debited from your Santander account on the Business Day you direct us to initiate processing the transfer, and will generally be credited to the recipient's account in the same Business Day if you select Expedited Payment or up to two (2) Business Days if you select Standard Payment. Santander cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner or comply with a return of funds request.
- We impose per transaction limits and daily limits on the total amount that can be transferred (see below for details). In addition, all transfers outside of Santander are subject to review by Santander based on transaction history, the amount of the transaction, your relationship with Santander, fraud screening and other factors that Santander may determine to apply from time to time. In the event we determine, in our sole and absolute discretion, that there are risks associated with a transfer, we may delay or cancel the transfer and notify you, or we may direct you to contact us to provide additional details on the transfer before it is initiated or funds are released. For information regarding your limits please contact the Business Customer Contact Center at 877-768-1145.
- If you send a Basic Payment to another Santander customer, we will process the transaction as an internal transfer and we will not charge a transaction processing fee. External transfers using Basic Payments will incur transactions processing fees. Please refer to your Business Deposit Account Agreement, or Business Deposit Account Fee Schedule for information on fees.
- Future-dated Basic Payments can be canceled up until the Business Day prior to the Scheduled Payment Date. Basic Payments scheduled for same day payment cannot be canceled once scheduled.

C. BASIC PAYMENTS TRANSACTION LIMITS

Customer Type	Expedited Payments (Same Day)		Standard Payments (Next Day)	
	Transaction Limit	Daily Limit	Transaction Limit	Daily Limit
New (enrolled <180 days)	\$15,000	\$15,000	\$5,000	\$10,000
Existing (enrolled >= 180 days)	\$50,000	\$50,000	\$5,000	\$10,000

Note: Expedited Payments limits will apply to Standard Payments when recipient is a Santander account.

D. ONE-TIME PASSCODE (OTP) SERVICE

- The One-Time Passcode (OTP) service provides a level of security by requiring you to authorize certain transactions, such as external Basic Payments, by entering an OTP sent to your mobile device by text message. In order to enroll in the OTP service, you must provide a cell phone number that can receive text messages from business entities. Once you have enrolled in the OTP service, for certain transactions, you will receive a text message to the cell phone number you provided containing a unique 6-digit code that you must enter in the Business Online or Mobile Banking applications in order to complete certain transactions.

Please note, THE BANK WILL NEVER CALL TO ASK YOU TO CONFIRM OR PROVIDE THE OTP BEING SENT TO YOUR CELL PHONE NUMBER.

- Message and data rates may apply for using the OTP service. 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.
- By providing your cell phone number, you agree to receive autodialed service-related text messages and/or calls, such as the OTP service, to that number. By providing the cell phone number, you also confirm that you are the subscriber or customary user of such phone number.
- To unsubscribe to the OTP service, text "STOP" to 48266 at any time. After you text "STOP", you agree to receive one additional text message confirming your choice. For help, text "HELP" to 48266. SMS 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.
- The OTP service is available through the following carriers: AT&T, Verizon Wireless, Sprint, T-Mobile®, Boost Mobile, Cricket, Virgin Mobile USA, Metro PCS, U.S. Cellular®, Ntelos, Cellular South, Cincinnati Bell, Centennial, Bluegrass, Appalachian Wireless, Revol, Illinois Valley, United Wireless, Inland Cellular, West Central Cellular, ECIT, Immix, Nex-Tech, Pocket Com USA, Pioneer Wireless USA, Simmertly US, Union Wireless, and Cellcom.

For questions about the OTP service, please contact Customer Service at 877-768-1145.

V. OTHER TERMS AND CONDITIONS

A. SERVICE HOURS

Business Online Banking services are available 365 days a year (366 days a year in a leap year) and 24 hours a day, except during system maintenance and upgrades. Our Business Days are Monday through Friday, except for federal holidays. Business Mobile Banking availability depends on the wireless network you use and may not always be available depending on your location.

B. CANCELING YOUR BUSINESS ONLINE AND MOBILE BANKING SERVICES

Your Business Online and Mobile 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 Business Online and Mobile Banking customer service at 877-768-1145. This cancellation applies to your Business Online and Mobile Banking services only and does not terminate or close your Payment Accounts or any other Santander account(s). Prior to notifying us that you wish to discontinue the service, we strongly suggest that you:

- Cancel any scheduled payments.
- Cancel any automatic scheduled transfers.
- Cancel any e-Bills and wait until you have received your first paper statement from the Biller or contact their Biller.

C. CLOSING PAYMENT ACCOUNTS

It is your responsibility to cancel, move, or make alternate arrangements for any Automatic Payment associated with a Payment Account you close. If you close all of your Payment Accounts and checking accounts, you also need to cancel any pending Bill Payments and the BillPay service. There may still be pending Bill Payments, or Bill Payments that have not yet cleared your account; it is your responsibility to maintain your account long enough for the Bill Payments to clear or issue stop payment requests on the outstanding Bill Payments and to make other payments arrangements.

D. CHANGES TO AGREEMENT

We may and reserve the right to change the terms of this Agreement at any time. We will notify you of the changes as required by law. Your use of Business Online and Mobile 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 and reserve the right to terminate your participation in Business Online and Mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

E. COMMUNICATIONS

You agree that we may send, by electronic communication, any information required to be sent to you in writing regarding Business Online and Mobile Banking or the Payment Accounts or any other accounts linked to Business Online and Mobile Banking. Electronic mail (e-mail) is not a secure method of communication and we recommend that you do not send confidential information by e-mail, and that you instead send us a message through Business Online and Mobile Banking using the secure BillPay Message Center. If you elect to receive e-Bills, reminders or alerts, you expressly acknowledge acceptance of these notifications, regardless of other marketing preferences you may have indicated with us.

F. COMMUNICATING WITH YOU

From time to time, Santander may send you e-mail communications relating to Business Online and Mobile Banking products, features, services, and activation programs. We may also send service related or account-specific e-mails. If your e-mail address changes or if you wish to opt out of non-service-related communications, please update your e-mail address and preferences within Business Online Banking, or visit [Santanderbank.com/company/info/privacy](https://www.santanderbank.com/company/info/privacy).

G. ACCOUNTS WITH WITHDRAWAL OR TRANSFER LIMITS

We limit withdrawals and transfers out of your savings and money market savings Accounts. You can withdraw or transfer funds from a savings or money market savings account a total of six (6) times per Service Fee Period (such as by automatic or pre-authorized transfers using telephone, Business Online Banking, Business Mobile Banking; or by overdraft protection, payments to third parties, wire transfers, checks, and drafts). If you repeatedly exceed these limits, we may close or convert your savings or money market account to a checking account, which may be a non-interest-bearing checking account. If we elect to close or convert your account, we will notify you by mail.

H. CONTACT BY SANTANDER BANK OR AFFILIATED PARTIES

No Santander employee, nor any company affiliated with Santander, will contact you via e-mail or phone requesting your User ID and/or Password. If you are contacted by anyone requesting this information, please notify us immediately.

I. DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary to complete transactions, investigate transaction errors, or verify transactions.
- Where we have a third party provide services on our behalf.
- 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 Biller.
- In accordance with your written permission.
- In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports.
- 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.

J. ACCOUNT STATEMENTS

We report your Business Online and Mobile Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including the payee, the date, the amount of the transaction and a check number (if applicable) will appear on your statement.

You have the option to select paperless statements for certain accounts. You can enroll, cancel or re-enroll in the paperless option at any time. When you opt for paperless, we will stop sending you a paper version of your statement by regular mail. You will see paid checks electronically and will no longer receive printed copies or images of your checks. By selecting the paperless statement option, you not only agree to receive your statement digitally through Business Online Banking, but you also agree to receive certain notices that we send with your statement digitally through Business Online Banking. We do reserve the right to send you notices and other documents (including statements if necessary) by the United States Postal Service.

When you select paperless for statement delivery, we will e-mail you when a new statement or document is available online for you to view. You are responsible for keeping your e-mail address current with Santander and for adding Santander's e-mail address to your address book to make sure our e-mails arrive in your inbox.

K. PRIVACY POLICY

By use of Business Online and Mobile Banking, you agree to the terms of our Online Privacy Policy.

L. INDEMNITY

You acknowledge and agree that you are personally, wholly, and unconditionally responsible for your conduct while using Business Online and Mobile Banking and 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 Business Online and Mobile Banking or the use of Business Online and Mobile Banking by anyone using your card number, account number, PIN, User ID, or password, 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.

M. GOVERNING LAW

This Agreement and all accounts and services described herein are governed by Federal law, and when not superseded by Federal law, the law of the State where your Account is located.

How we determine where your account is located: (1) If you opened your account at a branch, it will be assigned to the State where you opened the account; (2) If you opened your account online or by other remote means, and you reside in a State where we have branch offices at that time, the account will be assigned to that State; and (3) If you reside in a State where we don't have a branch, your account will be assigned to Delaware.

N. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

O. BUSINESS ONLINE AND MOBILE BANKING LIMITATIONS

- You agree to have sufficient Available Funds in your account for the date any Business Online and Mobile transaction is scheduled. If you do not have sufficient funds in your account, we may refuse to complete the transaction or we may attempt to process the payment a second time. Regardless of how many attempts we make to process your transaction, you may be assessed an insufficient or unavailable funds fee per transaction each time we attempt to process a transaction when there are not sufficient Available Funds to complete the transaction. If a transaction cannot be completed because you do not have sufficient Available Funds or if we do not attempt to process a transaction a second time, you are solely responsible for making alternate payment arrangements.
- Any payments or transfers you wish to make through Business Online and Mobile Banking must be to a Biller or other recipient located in the United States. We reserve the right to restrict categories of Billers or other recipients to whom payments may be made using Business Online and Mobile Banking.

P. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

If you believe your Organization ID, User ID or Password has been lost, stolen, or compromised or that someone has transferred or may transfer money from your account without permission, call Business Banking Client Service at 877-768-1145, or write to us at Santander, Attention: Business Online Banking, Mail Code 10-421-OL3, PO Box 12646, Reading, PA 19612 immediately. 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 in order to assist us in reviewing, investigating, or resolving your claim or dispute.

Unless we hear otherwise from you within 30 calendar days (14 calendar days in New York) from the earliest of: (1) the date we mailed your monthly statement containing the unauthorized activity; (2) the date we otherwise made your statement available; or (3) the date you logged onto Business Online and Mobile Banking after the unauthorized activity, all transactions reflected in that statement are deemed to have been authorized by you, including all Business Online and Mobile Banking transactions. You agree that you will not make any claim against us with respect to that statement or the transactions reflected therein after this 30-day (14-day in New York) period. Even if you notify us within these time periods, we may also have other rights under applicable law, including, without limitation, the Uniform Commercial Code and applicable automated clearing house (ACH) rules.

Q. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSACTION

If we fail to complete a transaction to or from your account on time or in the correct amount, when properly instructed by you, we will be liable only for your actual losses or damages, which you must establish were caused by our failure, unless:

- There are insufficient funds in your account to complete the transaction through no fault of ours.
- The account has been closed.
- The funds in your account are unavailable.
- The funds in your account are "frozen" or subject to legal process or other encumbrance restricting transactions.
- The transaction you request would exceed the amount of available funds in your account plus any available overdraft credit.
- Your password has been reported lost or stolen or your service privileges have been suspended.

- We have a reason to believe that the transaction requested is unauthorized.
- The failure is due to an equipment breakdown, which you knew or should have known about when you started the transaction.
- The failure is due to a loss of power or Internet connectivity during your session where you were not provided, or did not record, your transaction confirmation number.
- The failure was caused by an act of God, fire, or some other catastrophe, or by an electrical or computer failure or another cause or impediment beyond our control.
- You attempt to complete a transaction using Business Online or Mobile Banking which is not a permissible transaction.
- The transaction would exceed security limitations on the use of Business Online or Mobile Banking.
- You have not given us complete information or properly followed our procedures on how to complete a transaction.

The above list is non-exhaustive, and there may be other exceptions in your Business Deposit Account Agreement or other agreements between us or under applicable law. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

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 BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR RELATED TO BUSINESS ONLINE BANKING, THE BUSINESS MOBILE BANKING APPLICATION, EQUIPMENT, BROWSER, APPLICATION AND / OR THE INSTALLATION OR MAINTENANCE THEREOF; ACCESS TO OR USE OF THE BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION, OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF; YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERNET CONNECTIVITY PROBLEMS; BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE APPLICATION; 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 BUSINESS ONLINE BANKING AND THE BUSINESS MOBILE BANKING APPLICATION IS AT YOUR SOLE RISK AND THAT BUSINESS ONLINE BANKING AND THE BUSINESS MOBILE BANKING APPLICATION 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 BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED ON THE SITE OR IN THE APPLICATION, AS APPLICABLE 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 BUSINESS ONLINE BANKING AND THE BUSINESS MOBILE BANKING APPLICATION AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM BUSINESS ONLINE BANKING AND/OR THE BUSINESS MOBILE BANKING APPLICATION. NO LICENSE TO YOU IS GRANTED OR 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.

LIMITATION OF OUR LIABILITY UNLESS OTHERWISE REQUIRED BY LAW: WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF BUSINESS ONLINE BANKING, THE BUSINESS MOBILE BANKING APPLICATION OR ANY OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT AND THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

VI. MOBILE CHECK DEPOSIT

A. GENERAL

1. What this Mobile Check Deposit section covers

This section governs the use of our Mobile Check Deposit service through our Business Mobile Banking application. This Mobile Check Deposit service permits you to deposit eligible checks into your eligible linked accounts (both business and personal) using a compatible mobile device.

2. Accepting the Agreement

When you use our Mobile Check Deposit service, you agree to the terms and conditions of this Section VI and this Agreement as a whole.

3. Relation to other agreements

Your use of our Mobile Check Deposit service is also affected by other agreements between you and us, including your deposit account agreement(s) and fee schedule(s). Those agreements contain additionally applicable terms, including but not limited to applicable fees, availability of deposits, limitations on the number of transactions that you can make, and other restrictions that may impact your use of Business Online and Mobile Banking.

B. MOBILE CHECK DEPOSIT SERVICE

1. Description of service

The Mobile Check Deposit service is only available within our Santander Business Banking mobile application when you install it on certain compatible 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 account you select.

You agree only to deposit checks, subject to the additional restrictions herein, as that term is defined in federal Regulation CC and you agree that the image of the check that you transmit to the Bank shall be deemed an "item" within Articles 3 and 4 of the Uniform Commercial Code.

2. 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 checking and savings accounts, including money market savings accounts, but not to Certificate of Deposit (CD) accounts or any Individual Retirement Account. We may terminate your use of Mobile Check Deposits and/or close your account at our discretion if you violate any of the terms of this Agreement, if the checks you deposit using our Mobile Check Deposit service are returned to us unpaid, or for any other reason in our sole discretion. Subject to the restrictions outlined below in section 4, you may deposit personal checks, business checks or 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 from the same 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.

When using the Mobile Check Deposit service you agree that you will be physically located within the United States. You consent to our use of your mobile device's capabilities to obtain your location. If you do not consent to our obtaining your location then you acknowledge that we may refuse to complete the transaction. You also agree that we may refuse to complete a transaction if we are unable to determine your location regardless of your consent.

3. Hardware and software requirements

To utilize the Mobile Check Deposit service, you must be enrolled in both our Business Online and Mobile Banking service and must sign into Business Online Banking at least once. You must also install our Business Mobile Banking application. 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 checks does not meet our standards or requirements. You are responsible for at all times for all costs of using our Mobile Deposit Service and operating your device, including any cellular and internet service charges.

4. Restrictions

When using Mobile Check Deposit:

- You may only deposit original checks payable to the person or entity that is the owner of the account into which the check is being deposited;
- You must endorse the check with your signature and write "FOR MOBILE DEPOSIT ONLY" on the back 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 but not limited to another bank;
- You will keep the original check for a minimum of 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 by shredding it;
- You must store the original check in a safe location and take steps to ensure that no unauthorized person can have access to 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 not deposit ineligible items, such as traveler's checks, checks in foreign currency, USPS Money Orders, U.S. Treasury checks, U.S. Government Orders or checks, National Cash Money Orders and Western Union Money Orders, or savings bonds;
- You will only submit items that contain machine-readable magnetic ink character recognition ("MICR") data at the bottom of the check; and
- You will cooperate with us in any investigation of transactions, including disputed or unusual items and if, necessary, will provide upon request and without further cost any original or copies of items in your possession and any records relating to the check you submitted for deposit.

5. Limits

We may place limits on the amount, number, or type of checks you may deposit using Mobile Check Deposit. You will be notified of said limits on screen when you access the Mobile Check Deposit functionality, 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 and any other applicable and/or governing agreements and terms.

6. Funds availability

The checks you deposit using Mobile Check Deposit are not considered received by us until we have sent you a message confirming that we have received 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 10:00 p.m. ET or on a day that is not a Business Day, we will consider the deposit to be made as of the next Business Day we are open. Checks deposited using Mobile Check Deposit will be available in accordance with the Funds Availability Policy in our Personal Deposit Account Agreement or Business Deposit Account Agreement, as applicable. Checks deposited using this Mobile Check Deposit service are not considered "funds from electronic deposits" for purposes of the Funds Availability Policy.

7. Communications

You agree to provide an email address which 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 e-mail. You agree that you will, if we ask, provide a current and valid e-mail address and that you will tell us immediately if your e-mail address changes. If you change your e-mail address, you must notify us by updating your e-mail address within your Business Online Banking, by calling our Business Customers Service Center at 877-768-1145 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, for example, is returned to us by an internet service provider as undeliverable.

8. Fees

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

9. Representations and warranties

You make the following representations and warranties to us when using this Mobile Check Deposit service:

- You will only deposit checks that are authorized by this Agreement and you will handle checks as agreed herein;
- You are a person who is authorized to enforce each check that you deposit using the service;
- You will not (1) create duplicate images of the checks, (2) transmit a duplicate image to us, or (3) deposit or otherwise negotiate the original of any check of which a Mobile Check Deposit image was created;
- No depository bank, drawer, drawee, or endorser will receive presentment or return of, or be charged for, a substitute check, the original check, or a paper or electronic representations of a substitute check or the original such that the person will be asked to make payment on a check that it has already paid;
- No subsequent transferees of the check including but not limited to us, drawer, drawee, a collection or returning bank, endorser or payee, shall sustain a loss as the result of the fact that an image was presented for payment or returned instead of the original check;
- All of the warranties set forth in Section 4-207 of the Uniform Commercial Code;
- Checks you deposit have not been altered and bear all required and authorized endorsements;

- All images and other information you provide to us, including but not limited to data in the MICR line of each check, is accurate and complete;
- You are not aware of any factor that may impact the collectability of any check deposited using the service; and
- You will not deposit any check that: (1) is payable to any person or entity other than the owner of the account into which the check is deposited; (2) is drawn on your own account; (3) is drawn on an institution outside of the United States or not in U.S. currency; or (4) you know to be, or should know to be or have reason to believe, is fraudulent, unauthorized, altered or missing an endorsement.

10. Liability

YOU AGREE THAT THE BANK HAS NO OBLIGATION TO ACCEPT A MOBILE DEPOSIT AND, THEREFORE, WE RESERVE THE RIGHT TO REJECT ANY MOBILE CHECK DEPOSIT TRANSMITTED THROUGH THIS SERVICE, AT OUR DISCRETION, WITHOUT LIABILITY TO YOU OR ANY OTHER PARTY.

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 MAY WISH TO 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 NOT, IN ANY EVENT, EXCEED YOUR ACTUAL DAMAGES. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES YOU MAY INCUR.

11. Disclaimer of warranties

YOU ACKNOWLEDGE THAT THE MOBILE CHECK DEPOSIT SERVICE IS PROVIDED TO YOU "AS IS," "AS AVAILABLE," "WHERE IS," AND "WHERE AVAILABLE" AND YOUR USE OF MOBILE CHECK DEPOSIT IS AT YOUR OWN AND SOLE RISK. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE CHECK DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE CHECK DEPOSIT SERVICE (1) WILL MEET YOUR REQUIREMENTS, (2) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR, (3) AND THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE MOBILE CHECK DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND (4) WILL BE ERROR-FREE OR THAT ANY ERRORS IN THE MOBILE CHECK DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

VII. BUSINESS ONLINE AND MOBILE BANKING FOR USE WITH PERSONAL ACCOUNTS

A. GENERAL

1. What this Business Online and Mobile Banking for use with personal accounts section covers

This section governs the use of our Business Online and Mobile Banking service to access your personal accounts. A Sys Admin can access his or her personal account through Business Online and Mobile Banking. As the business customer, you understand and agree that the Sys Admin has the authority to link and transact on his or her personal accounts through Business Online and Mobile Banking.

In this section "you" and "your" refer to the individual Santander customer who is the Sys Admin for the business customer that has enrolled in Business Online and Mobile Banking and wishes to link his or her personal accounts to the Business Online and Mobile Banking service.

The purpose of this section is to inform you of your rights under Regulation E and the Electronic Fund Transfer Act with respect to transactions involving your personal accounts as well as the features, functionality, and appropriate uses of the Business Online and Mobile Banking service in connection with personal accounts.

To the extent of a conflict between this section and another section of this Agreement, the provision in this section control with regards to your personal account only.

2. Accepting the Agreement

When you use Business Online and Mobile Banking to access your personal accounts, you agree to the additional terms and conditions of this section. You also expressly acknowledge and agree that the separate Digital Banking Agreement governs your use of the Digital Banking service permitting you to perform a number of digital banking functions on personal accounts linked to the digital banking platform through the use of a personal computer or mobile device.

3. Relation to other agreements

Your use of Business Online and Mobile Banking may also be affected or governed by the other agreements between you and us for your personal deposit or other linked accounts. When you use Business Online and Mobile Banking to access your personal accounts, that use is governed by this Agreement as well as the agreements that you already have with us for any personal account linked to Business Online and Mobile Banking. Those agreements contain additionally applicable terms, including but not limited to applicable fees, availability of deposits, limitations on the number of transactions that you can make, and other restrictions that may impact your use of Business Online and Mobile Banking relating to personal accounts. This Agreement will control if there is a conflict.

B. BUSINESS ONLINE AND BANKING SERVICES WITH PERSONAL ACCOUNTS

1. Using Business Online and Mobile Banking with personal accounts

You may use Business Online Banking or Business Mobile Banking to:

- Transfer funds between your Santander personal checking, savings and money market savings accounts;
- Transfer funds between your Santander business checking, savings and money market accounts;
- Transfer funds between Santander personal and Santander business accounts;
- Obtain balance and transaction information about your personal checking, savings and money market savings accounts; and
- Deposit checks to your business and personal accounts as outlined in Section VIII (Mobile Check Deposit).

2. Limitations and dollar amounts for online transfers between your owned Santander accounts

- You may transfer funds between your personal checking, savings, and money market savings accounts in any dollar amount between \$.01 and \$999,999.99.
- You may transfer funds between your business checking, savings, and money market savings accounts in any dollar amount between \$.01 and \$999,999.99.
- You may transfer funds between your personal checking, savings, and money market and business personal checking, savings, and money market accounts in any dollar amount between \$.01 and \$999,999.99.
- Transfers you initiate on a Business Day before 10:00 p.m. ET will be posted to your account as of that Business Day. If you make a transfer on a Business Day on or 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.
- Automatic Payments 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 our posting process is completed.
- You agree to have sufficient Available Funds in your account at the time you schedule a transfer to occur. If you do not have sufficient Available Funds on the date that the transfer is scheduled, we may try to complete your transaction on the next Business Day, for scheduled transfers between your checking, savings and money market savings accounts. If sufficient funds are not available the next Business Day, we will automatically cancel the transfer instruction. We reserve the right to impose insufficient or unavailable funds, over limit, or transfer fees, and no further attempt will be made by the Bank to process the transfer instruction. In all cases, you are responsible for rescheduling the transfer.
- The cancellation of a pending transfer may be subject to the availability of Available Funds in each account.

3. Accounts with withdrawal or transfer limits

We limit withdrawals and transfers out of your savings and money market savings accounts. You can withdraw or transfer funds from a savings or money market savings account a total of six (6) times per Service Fee Period (such as by automatic or pre-authorized transfers using telephone, Business Online banking, or Business Mobile Banking; overdraft protection; payments to third parties; wire transfers; checks; and drafts). If you repeatedly exceed these limits, we may close or convert your account to a checking account, which may be a non-interest-bearing checking account. If we elect to close or convert your account, we will notify you by mail.

We disclose information to third parties about your account(s) or the transactions you make:

- Where it is necessary to complete transactions or investigate transaction errors and verify transactions.
- Where we have a third party provide services on our behalf.
- 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 Biller.
- In accordance with your written permission.
- In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports.
- 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.

4. In case of errors or questions about your electronic transactions on your personal accounts

If you think your statement is wrong or if you need more information about an Business Online and Mobile Banking transaction listed on the statement, call us at 877-768-2265 or write us at Santander Bank, Attention: Business Online Banking, Mail Code: 10-421-OL3, PO Box 12646, Reading, PA 19612, as soon as you can.

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

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days.

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 45 days to investigate your complaint or question. If we decide to do this, we will 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 to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, 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 tell you 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.

5. Liability for unauthorized transactions on your personal accounts

If you believe your logon credentials have been lost, stolen, or compromised or that someone has transferred or may transfer money from your account without permission, call 877-768-2265 or write to us at Santander Bank, Attention: Business Online Banking, Mail Code 10-421-OL3, PO Box 12646, Reading, PA 19612.

If you telephone us, we may require that you also send us written confirmation of your notice to be received by us within ten (10) Business Days of your phone call. 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 in order to assist us in resolving your claim or dispute.

You could lose all your money in the account(s), including the available balance in your overdraft line of credit or other credit account(s), if you take no action to notify us of the loss, theft, or compromise of your password. If you notify us of the loss, your liability for unauthorized transfers will be as follows:

- If you contact us within two (2) Business Days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone illegally gained access to and used your password without your permission.
- If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00,
- Also, if your monthly statement shows transactions that you did not make and you do not contact us within sixty (60) days after the statement was mailed (or electronically transmitted) to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevented those losses.
- If a good reason, such as a long trip or an extended hospital stay, kept you from telling us, we will extend the time periods in this section.

If your Debit Card was used to make unauthorized purchases for which no PIN was required, you cannot lose any money if you report the unauthorized purchase within sixty (60) days of the date of the first statement showing the unauthorized purchases. If you give your Card or PIN to anyone at any time, you will be liable for any transaction made by that person using your Card or PIN until you tell us that that person is no longer authorized to use your Card or PIN. Also, the state law applicable to your Account may give you more time to report an unauthorized transaction or may give you more protection.

6. Our liability for failure to complete an electronic funds transaction involving your personal accounts

If we do not complete a transaction to or from your Account on time or in the correct amount, we will be liable only for your actual losses or damages, which you must establish. However, there are some exceptions. We will not be liable, for instance, if

- There are insufficient available funds in your account to complete the transaction through no fault of ours.
- The account has been closed.
- The funds in your account are uncollected or otherwise unavailable.
- The account is "frozen" or the funds in your account are subject to legal process or other encumbrance restricting transactions.
- The transaction you request would exceed a credit or transaction limit on your account, or would exceed the available funds in your account plus any available overdraft credit.
- Your password has been reported lost or stolen or your service privileges have been suspended.
- We have a reason to believe that the transaction requested is unauthorized, fraudulent, or for illegal purposes or if your Debit Card or PIN has been reported lost or stolen.
- The machine or system on which you were attempting your transaction or which is involved in the processing of your transaction was not working properly.

- The failure is due to a loss of power or Internet connectivity during your session where you were not provided, or did not record, your transaction confirmation number.
- The transaction as prevented by an act of God, or by any other circumstance beyond our control (such as fire, flood, or other catastrophe) despite reasonable precautions we have taken, or by an electrical or computer failure or by another cause beyond our control.
- You attempt to complete a transaction using the service which is not a permissible transaction.
- The transaction would exceed security limitations on the use of the service.
- You have not given us complete information or properly followed our procedures on how to complete a transaction.
- Any other exception stated in any agreement we have with you applies.

There may be other exceptions in our Personal Deposit Account Agreement or other agreements between us. In any case, we shall only be liable for actual proven damages if the failure to make the transactions resulted from a bona fide error despite our procedures to avoid such errors.

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 BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR RELATED TO THE LINKING OF YOUR PERSONAL ACCOUNT(S) TO BUSINESS ONLINE BANKING OR BUSINESS MOBILE BANKING APPLICATION; EQUIPMENT, BROWSER, BUSINESS ONLINE BANKING, BUSINESS MOBILE BANKING APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF; ACCESS TO OR USE OF THE PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION; OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF; ACCESS TO OR USE OF THE PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION; YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEMS FOR TECHNOLOGY SUPPORT; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERNET CONNECTIVITY 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 LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION IS AT YOUR SOLE RISK AND THAT LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION AND ALL INFORMATION, SOFTWARE, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING

APPLICATION, 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 LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED ON THE SITE OR APPLICATION (AS APPLICABLE) 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 LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING APPLICATION OR THE BUSINESS MOBILE BANKING APPLICATION AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM YOUR PERSONAL ACCOUNT(S) ACCESSED THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION. NO LICENSE TO YOU IS GRANTED OR 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.

LIMITATION OF OUR LIABILITY UNLESS OTHERWISE REQUIRED BY LAW: WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION DESCRIBED IN THIS DISCLOSURE STATEMENT AND THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

7. Canceling Business Online and Business Mobile Banking application access to your personal account

Your Business Online Banking and Business Mobile Banking services remain in effect until they are terminated by the business that is enrolled in the Business Online Banking service, by you or by us. You may cancel the Business Online and Mobile Banking access to your personal accounts by calling the Business Customer Contact Center at 877-768-1145. This cancellation applies to your Business Online and Mobile Banking services only and does not terminate your Santander Bank accounts. Prior to notifying us that you wish to discontinue the service, we strongly suggest that you:

- Cancel any scheduled payments.
- Cancel any Automatic Transfers.