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WELCOME

Thank you for opening your account with Santander Bank, N.A. (“Santander,” “we,” “our,” or “us”). We are committed to doing all we can to make your banking experience simple and convenient. You will find more about how your account works and helpful reference information on the following pages. Please read this entire Business Deposit Account Agreement (this “Agreement”) carefully and keep it for answers when you need them. Our Santander representatives are available to assist you. If you have any questions about this Agreement or any of your Santander accounts, please call the Business Customer Service Center at 877-768-1145.

This Agreement governs your business deposit account you have opened with us. By providing a written or electronic signature on a signature card or submitting an account application, or by using any of our business deposit account services, you and anyone else identified as an owner of the Account agree to the terms in this Agreement. This Agreement is a contract between you and us, and there are no third-party beneficiaries to this Agreement. This Agreement refers to and includes other disclosures we may provide you, including Fee Schedules, product information, rate information, banking services and fee information, and other disclosures, agreements and amendments we may provide to you. All may contain information on fees that apply to your accounts. Products and services, as well as associated fees, charges, interest rates and balance requirements may differ among different geographic locations. If a product or service we offer in relation to, or as part of, your business deposit account relationship with us has a separate agreement and there is a conflict between the terms of this Agreement and that specific agreement, the terms of the specific agreement will govern.

What law governs your account?

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- When not superseded by Federal law, the law of the State where your Account is located.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:

- If you applied for the account in person at one of our banking offices, then the account is located in the state where you applied.
- If you applied in person for the account with one of our representatives somewhere other than at one of our banking offices (your place of business, for example), your account is located in the state where the representative’s business office is located.
- In all other cases, your account will be governed by Delaware law.

Any reference made to time in this Agreement means Eastern Time.

A. GENERAL ACCOUNT TERMS

1. DEFINITIONS

Important terms used throughout this Agreement:

- Account means the business checking, savings, money market savings, certificate of deposit, or any other deposit account you have opened with us for business purposes. This includes accounts that are opened for not-for-profit organizations.
- ACH (Automated Clearing House) means an electronic deposit to or withdrawal from your Account, such as a directly deposited merchant services item or a bill payment, sent to us or by us through the “Automated Clearing House” network.
- Annual Percentage Yield (APY) means a percentage rate reflecting the total amount of interest paid on an Account, based on the interest rate and the frequency of compounding for a 365-day period. APY assumes the funds in your account will remain on deposit for a full year and the interest rate will not change over that time frame.
- ATM means an automated teller machine.
- ATM Card means the card issued by us that is linked to an Account and that you may use at ATMs.
- Available Balance means the amount of your Current Balance that is available for immediate use. Certain pending items, such as check deposits or withdrawals that have not yet posted to your Account are not included in your Available Balance.
- Business Day means every day except Saturdays, Sundays, and federal holidays. Some branches may close on a Business Day due to an emergency or to observe a state holiday.
- Compound Interest means interest paid on both the principal and the previously accumulated interest.
- Current Balance means the previous Business Day’s ending balance, plus or minus the full amount of any transaction made during the current Business Day, provided that we have received such transaction.
- Debit Card means the Santander Debit Card issued by Santander bearing the Mastercard® logo.
- Debit Card Purchase means any purchase using your Debit Card.
- Endorsement means a signature, stamp, or other mark placed on the back of a check to transfer the check to us or another person.
- Fee Schedule means the Santander Business Deposit Account Fee Schedule, or any other fee schedule, which is part of this Agreement and contains the fees and charges that apply to your Account.
- Item means any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, deposit, or other amount that is added to or subtracted from your Account balance.
- Monthly Fee means the monthly maintenance fee that we charge each month on certain Accounts as disclosed in our Fee Schedule.
- Santander ATM means an ATM that displays the Santander name and is located in the fifty (50) United States and the District of Columbia.
- 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.
- Statement Period means the period of time covered by your Account statement and is displayed in the upper-right hand corner of the first page of your Account statement. This may not always be a calendar month.
- Substitute Check means a copy of a check that is the legal equivalent of an original check. See the section entitled “SUBSTITUTE CHECKS AND YOUR RIGHTS” for details.
- You and your mean the sole proprietor, corporation, partnership, trust, limited liability company, incorporated non-profit organizations, unincorporated business organizations, or other business, government or non-profit entity, including their designated authorized signors that opened an Account with us.

DEFINITIONS
2. OPENING A BUSINESS DEPOSIT ACCOUNT

Accounts may be opened by sole proprietors, corporations, partnerships, trusts, limited liability companies, incorporated non-profit organizations, unincorporated business associations, or other business entities. You agree not to use your Account for personal, family, or household purposes.

If you are a sole proprietor, you and any other authorized signers you designate must sign your signature card when you open an Account. For all other business entities, the authorized signers you designate must sign your signature card when you open an Account. If you designate more than one authorized signer, each authorized signer must complete and sign your signature card. You must provide evidence using a form acceptable to us of the designation of authorized signers by you if you are a sole proprietor or by your governing body if you are a business entity. We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the Account. You must also complete or provide any other documentation we may require from time to time. We may rely upon the documentation we have in our files regarding the identity of the authorized signers on your Account until you present appropriate documentation identifying other authorized signers or changes to the authorized signers on your Account. We will obtain a consumer report from a consumer reporting agency on each sole proprietor and authorized signer at the time an Account is opened.

Any authorized signer can change the address to which statements are sent, order a new supply of checks, request a Debit Card or ATM Card, close an Account or sign any agreements or documents relating to Accounts. No authorized signer may remove or add the name of another authorized signer unless the resolutions designating the authorized signer(s) specifically permit that authorized signer to do so. An authorized signer is authorized to endorse checks payable to the business, and to sign checks drawn on your Account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check. We are not required to comply with any multiple-signature requirement, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.

We do not permit business Accounts to be joint Accounts. Two or more businesses may open an Account only if they have formed a joint venture and have a properly executed joint venture agreement designating the individuals to be the authorized signers for the joint venture Account. If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notices of those events. You further agree to abide by any state laws or regulations governing IOLTA or similar accounts.

Our responsibility to obtain personal information.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an Account. We require the following information or documents as a condition to opening an Account: your business name, taxpayer identification number and business address; the name, residential address, date of birth and Social Security number of each signer; and documents to verify the signer’s identity and the business’s existence. Our policies may require additional information about you or any person associated with you or with the Account when or after you open the Account to assure that we comply with “Know Your Customer” requirements. We may restrict or close your Account if we are unable to obtain information in order to satisfy our “Know Your Customer” requirements. For accounts associated with a business entity, you confirm that neither you nor any beneficial owner of any Account is covered by any sanctions programs administered or enforced by the US Department of the Treasury, Office of Foreign Asset Control.

If we do not obtain the information we need under our Customer Identification Program, we reserve the right to prevent you from accessing the funds in your Account until we obtain that information, and you agree we will not be liable to you if your check or other payment order is not paid during this time. We will tell you in writing if we take this action.

You agree to cooperate fully with us and with the FDIC in connection with determining the FDIC-insured status of funds in the Account at any time. If the Account has been opened by you on behalf of a beneficial owner of the funds in the Account (for example, as an agent, executor, custodian, or in some other capacity for the benefit of others) and such Account has transactional features under applicable FDIC rules and regulations (including, for example check-writing or debit card capability), you further agree to timely deliver the information the FDIC would require in the event of a bank failure. The FDIC has published a guide and a related addendum that describes the process to follow and the information you would need to provide to the FDIC within twenty-four (24) hours after the appointment of the FDIC as receiver in connection with a bank failure. These FDIC materials include information regarding the records you should keep on the beneficial owners of the account and the information you should obtain from those owners in order to provide the information the FDIC would require in the event of bank failure. These materials can be accessed on the FDIC's website at https://www.fdic.gov/deposit/deps/depositors/bankport.html. Notwithstanding other provisions in this Agreement, this section survives in the event the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of this section.

3. USING YOUR ACCOUNT

(a) Making Deposits

(1) You may make a deposit into your Account in person at any of our branch offices, at any of our ATMs that accept deposits, by Mobile Check Deposit, by mail, through a night depository, or by any other method we make available. You may also arrange for deposits to be made electronically to your Account.

(2) You agree not to deposit a check drawn on the same Account into which the check is being deposited. You also agree not to deposit by ATM, Mobile Check Deposit, or by mail any item that is drawn on a foreign bank or that is not denominated in US dollars. We may refuse a deposit, limit the amount of a deposit or return all or a portion of a deposit. We are not responsible for any deposit you mail to us that we do not receive. We will forward items you deposit for collection to the bank on which the items are drawn. We may give you provisional credit for any item you deposit, which we may revoke at any time if we do not receive final payment for that item. All deposits to your Accounts, regardless of how made, are subject to verification, final payment, and our Funds Availability Policy. We may, although we are not required to, cash checks payable to or accept “cash deposits” from a business entity.

You agree that we may debit your Account for any item you deposit that is returned to us unpaid for whatever reason and regardless of when the item was returned to us. You agree to pursue any claim you may have against the payor or other collecting bank regarding the timing of the return of an unpaid item against that bank.

(3) If you make deposits using our night depository service, you must use an acceptable night deposit bag. Acceptable bags include our Express Cash PackTM disposable night deposit bags, which you may order from us, or a deposit bag similar in construction provided by another supplier. When using acceptable night deposit bags, you must segregate the coin and currency portion of your deposit from the items you are depositing. You must include with every night deposit a deposit slip that clearly describes your deposit. Nothing other than your deposit and deposit slip may be placed in your night deposit bag. You agree to place your night deposit bag into the night depository in such a manner as to permit the night depository to be fully closed and secured.

If you place your night deposit bag in the night depository before 7:30 a.m. on a business day and you ask us to open the bag and process your deposit or if you make a deposit in person using a night depository bag, we will conditionally credit your Account for the amount shown on your deposit slip on that business day. Within ten (10) business days, we will make any adjustments that are necessary after verifying your deposit. Our count of any coin and currency in your night deposit is final and binding.

(b) How We Calculate Interest on Your Account

(1) The interest rate and annual percentage yield (“APY”) on all interest-bearing checking, savings, and money market savings Accounts may change at any time after the Account is opened. We may change the interest rate and APY as often as we choose, without limits and without notice.

The interest rate and APY on a Certificate of Deposit Account will not vary for the term of the Account. The APY on a Certificate of Deposit Account assumes that no withdrawals of principal or interest are made before the maturity date. Any such withdrawals will reduce the amount of interest you earn on your Certificate of Deposit Account. We will charge your Account an early withdrawal penalty if you withdraw any portion of the principal of your Certificate of Deposit Account prior to the maturity date.

(2) Interest on interest-bearing deposit Accounts is generally compounded daily and credited monthly. The chart below provides details.

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Frequency of Compounding Interest</th>
<th>Frequency of Crediting of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest-bearing checking, money market, and statement savings Accounts</td>
<td>Daily</td>
<td>Monthly</td>
</tr>
<tr>
<td>Certificate of Deposit Accounts</td>
<td>Daily</td>
<td>Monthly**</td>
</tr>
<tr>
<td>Jumbo* Certificate of Deposit Accounts with term of one (1) year or less</td>
<td>Daily</td>
<td>Maturity</td>
</tr>
<tr>
<td>Jumbo* Certificate of Deposit Accounts with term of more than one (1) year</td>
<td>Daily</td>
<td>Monthly**</td>
</tr>
</tbody>
</table>

*Jumbo Certificate of Deposit Account requires a minimum balance of $100,000 and interest is calculated using a 360-day year.

**For Certificate of Deposit Accounts in which the interest is credited monthly, the first interest credit will occur on the last business day of the first full calendar month after the date of opening or the maturity date (if the CD is rolled over).

For certificates of deposit, specific details on compounding and crediting are provided to you when your Account is opened in your IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT disclosure.
(c) Fees and Charges

You agree to pay all fees and charges applicable to your Accounts, which will be automatically deducted from your Accounts and may result in your Accounts being overdrawn. The amounts of these fees and charges, the manner in which they are calculated, including the importance of understanding the applicable Service Fee Period, and the ways to potentially avoid them are listed in our Fee Schedule or other fees and rates disclosures we may provide to you. Fees and our Fee Schedule are subject to change. You can also ask a Santander Representative for more details. The fees and charges on certain types of Accounts may be reduced by an earnings credit calculated on the balances in the Accounts you have with us. The earnings credit rate is set by us and may change at any time.

(d) Delivery of Account Statements and Notices

(1) We will mail, send electronically, or otherwise make available to you an Account statement reflecting your Account activity for each Statement Period. We will do the same with notices regarding your Account. We will send all Account statements and notices to the most recent postal or electronic address associated with your Account.

We will send you monthly statements for your checking accounts, savings accounts, and money market savings accounts. Statements for your Certificate of Deposit Accounts are available upon request.

Your statement will be deemed to be delivered to you when we place your statement in the mail or otherwise make it available to you. You are responsible for reading your notices when we send them and appraising the contents of your Account statements.

(2) Combined Statements

To reduce the number of separate Account statements you receive each month, we will combine Account statements upon your request. That change will affect only future statements. Some future changes you may make to your Accounts (such as a closure of one of your Accounts) may affect your receiving future combined statements.

(3) What obligations do you have to review Account statements and notices and notify us of errors?

You are obligated to review your Account statements and notices. You are also obligated to notify us of any unauthorized item by the same person.

In addition, if you fail to notify us of any unauthorized item within thirty (30) days after we mail a statement or otherwise make a statement available (for example, paperless statements), then you may not recover from us any unauthorized item, improper or missing endorsements within six (6) months after the statement account is mailed or made available. You must provide us with all information we need to investigate the alleged error or item. You also must file any police reports and provide any supporting affidavits and testimony we reasonably request. You must not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or error.

In addition, if you fail to notify us of any unauthorized item within thirty (30) days after we mail, or in any other way make available, a statement that lists an unauthorized item, we are not required to reimburse you for unauthorized items by the same person that we pay after that time. You also have certain rights under federal law for substitute checks; please see Substitute Checks and Your Rights for more information.

There are different time periods for notifying us of errors on substitute checks and electronic funds transfers. See the Substitute Checks And Your Rights and the “Electronic Banking” sections of this Agreement.

(4) How long are we obliged to keep copies of paid checks?

We will keep copies of the front and back of each paid check for a period of seven (7) years. During that period, we will provide you an imaged copy of any paid check on request (and for which we may charge you a fee), but we need not do so thereafter. You agree not to make any claim against us arising out of the unauthorized destruction of your original checks or the clarity or legibility of any copy we provide.

(e) How Can You Make Withdrawals From Your Account?

Except as provided below, you may make withdrawals from your Account up to the Available Balance in your Account by any means that we make available to you. If an authorized signer makes a withdrawal in person, we may require that person to present identification acceptable to us and to use a form of identification we have approved. We may refuse a withdrawal request exceeding the available funds in your Account even if you make a deposit later in the business day after we refuse your withdrawal request. For information about when funds from a deposit become available and you can withdraw them, please see the Funds Availability section of this Agreement.

If your Available Balance is not enough to pay a transaction you make and we pay the transaction, we may assess an Insufficient or Unavailable Funds – Item Paid fee. If we do not pay the transaction, we may assess an Insufficient or Unavailable Funds – Item Returned fee. Your Available Balance does not include items that have not posted to your Account. If a transaction causes your account to be overdrawn by five dollars ($5.00) or less, we will not assess any Insufficient or Unavailable Funds – Item Paid fee. Regardless of the amount, if your Account remains overdrawn for five (5) consecutive Business Days, on the sixth (6th) Business Day, a Sustained Overdraft Fee may be assessed.

WHEN MAY WE REFUSE A WITHDRAWAL REQUEST?

Before allowing a transaction, we may require identification, authorization, documentation, or other information that we deem necessary or appropriate in ascertaining whether the person requesting the withdrawal is permitted to do so. We may refuse a withdrawal if any documentation or identification we requested has not been presented. We may also refuse a withdrawal in situations addressed in the section titled “When We Might Restrict Your Account, Block or Delay Transactions.” We may tell you in advance when we are going to refuse a withdrawal request, but will not be required to do so.
ARE THERE SPECIAL RULES IF YOU WANT TO MAKE A LARGE CASH WITHDRAWAL OR DEPOSIT?

We may place reasonable restrictions on a large cash withdrawal or check-cashing or refuse a request for such transactions. These restrictions include requiring reasonable advance notice. We do not have any obligation to provide security if the person making the withdrawal receives a significant amount of cash. If you want to deposit or withdraw cash for a large amount, we have the right to require you to provide adequate and acceptable security at your expense.

ACCOUNTS WITHDRAWAL OR TRANSFER LIMITS

Withdrawals and transfers from your savings and money market savings accounts are limited by federal law. 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 banking, Business Online Banking, Business Mobile Banking, overdraft protection, payments to third parties, wire transfers, checks, and drafts). We will charge you a fee if you exceed these limits. If you repeatedly exceed these limits, we may close your account or convert it to another type of account that does not limit withdrawals, and it may be an account that pays less or no interest. If we elect to close or convert your account, we will notify you.

We reserve the right to require seven (7) calendar days advance written notice prior to a withdrawal from a savings or money market savings account. You agree not to withdraw funds from your Certificate of Deposit Account until the maturity date. Withdrawals from Certificate of Deposit Accounts prior to their maturity dates may be made at our discretion, and are subject to an early withdrawal penalty.

(f) When We May Restrict Your Account, Block or Delay Transactions

To protect you or us, or to comply with legal requirements, we may decline or prevent any or all transactions to or from your Account. We may refuse, freeze, reverse, or delay any specific withdrawal, payment, or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including in one (1) or more of the following circumstances:

• Your Account is involved in any legal or administrative proceeding; we may also remove any funds in dispute and deposit them with a court of competent jurisdiction for a determination as to whom the funds should be paid. If we do so, we may be reimbursed for our attorneys’ fees from the funds on deposit with the court.
• We have received a court order or other legal document that restrains either us or one (1) or more of the owners of the Account from removing funds from the Account;
• We receive conflicting information or instructions regarding Account ownership, control, or activity;
• We suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s);
• We suspect that any transaction may involve illegal activity or may be fraudulent;
• We owe you money that is due and payable;
• Our equipment or systems are malfunctioning;
• You have pledged the Account to us as security for a loan or have asked us not to permit any withdrawals to be made; we are complying in our sole judgment, with any federal, state, or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations;
• We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your Account (or all of your Accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make withdrawals or deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We will have no liability for any action we take under this section.

(g) Checks

ENDORSEMENTS

(1) Endorsing Items

WHAT ARE OUR ENDORSEMENT REQUIREMENTS?

All endorsements must be contained on the back of the item and be within one and a half (1½) inches of the trailing edge of the item. The trailing edge is the left edge of the check when viewed from the front. If you do not endorse your check properly and it causes us a loss, cost, or expense, you have to pay that amount to us.

If a check or the other item you deposited does not have your endorsement, we may endorse it for you or treat the check as if you had endorsed it. You agree to confirm the endorsement of any other payee if we ask. We may place a hold on the item you deposited until we receive the confirmation. If you fail to confirm within the time period we specify, we may deduct from your Account the amount of the deposited check and issue a new check in the names of the original payees or in the name of the maker of the check.

CAN YOU MAKE RESTRICTIVE ENDORSEMENTS OR NOTATIONS ON CHECKS?

You agree not to place any conditional or restrictive endorsements, or any notations, such as “void after six months” or “two signatures required” on a check. We are not bound by any such restriction or notation. You agree to pay us for any loss or expense we incur relating to any such restriction or notation. Also, you agree not to endorse any item “without recourse.” If you do, we may place your unqualified endorsement on the item.

ARE WE RESPONSIBLE FOR REVIEWING CHECKS FOR MULTIPLE SIGNATURES?

No, we are not responsible for reviewing the number of signatures required on your account. If you have indicated that more than one signature is required, we will not be liable if a check does not meet this requirement.

HOW WILL WE DEAL WITH STALE CHECKS?

Once a check is six (6) months old, we may, without inquiry or liability, decide whether to pay it, but we will comply with a stop payment order in effect when we receive the check for payment.

HOW WILL WE DEAL WITH POSTDATED CHECKS?

You agree not to place a date on your check that is in the future. If you do and the check is presented to us for payment before its date, we may pay the check without liability.

(2) Check Conversion

A check you write to a merchant or other person or entity may be converted by that payee into an electronic payment. You have the right to ask that payee not to convert your check into an electronic payment.

(3) What is the acceptable form for your checks?

You agree to use checks we have provided to you or from a third-party provider of your choosing so long as the checks they provide conform to our requirements and industry standards with regard to printing, paper, stock, and dimensions. You agree that you will not use any checks that contain background designs, prints, or colors that interfere with our or any other banks’ ability to produce a digital image of your check. If you fail to follow our check requirements, you will be responsible for any losses you or another person suffer. You should also be aware that any physical security features in any form of check you use may not be effective if your check is converted to a Substitute Check. We are not responsible for losses or delays that result from any checks or other Account documents that you obtain through someone other than us. We may refuse to accept for deposit or to pay checks that we cannot process or photograph using our customary equipment.

(4) Any check that you write must be in US dollars. We may pay the amount on your check in US dollars, even if you write the check in a foreign currency.

(5) Facsimile and Multiple Signature

If you use a stamp or other device to imitate a facsimile of your signature on your checks, withdrawal slip, or other form, you are solely responsible for the use of the stamp or other device. We may pay any check or other payment order bearing any similar facsimile signature regardless of who placed the signature. Any deposited check that appears to contain your standard or facsimile signature will be treated as if you had actually endorsed it. We are not required to comply with any multiple-signature requirement, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.

(6) Security

You must safeguard your checks, your Account numbers, your personal and business identification numbers, your periodic statements, your Business Online Banking and Business Mobile Banking login information, and other Account documents and information from theft and unauthorized use. If you provide information and/or means to someone to access your Account and/or authorize that person or entity to debit your Account, you will be responsible if that person or entity debits your Account for more than the amount you authorize. You agree to notify us immediately if your checks or other Account documents or information are lost or stolen.

(7) Cashing Checks

If a payee of a check you have written asks us to pay that check in cash at any of our branches, we may require that person to present acceptable identification, to pay a fee unless you agree to pay some or all of the fee permitting the payee to receive cash in payment of your check, to cash the check at certain branch locations, or to comply with our other requirements. We may refuse to cash the check if that person does not meet our requirements.
(h) Posting Order
After each BUSINESS DAY ends, we process and post deposits, credits, checks, and other items to your Account. We start with the available balance at the end of the prior Business Day, subtract any holds, and make any adjustments. We then post transactions in the order described below. This means transactions may not be posted in the order in which they occur.

<table>
<thead>
<tr>
<th>Posting Order Group</th>
<th>Types of Transactions</th>
<th>How Are They Processed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>• All deposits, including direct deposit, teller, and ATM deposits</td>
<td>• We will order your deposits from highest to lowest first. • The type of deposit determines the availability of the funds. • Please refer to the Funds Availability Policy section of this Agreement.</td>
</tr>
<tr>
<td>2nd</td>
<td>• ATM cash withdrawals • Debit Card Purchases that only occur once a day (such as buying a cup of coffee) • Debit transactions through a teller in a branch (including cashing a check) • Account transfers – ATM, Business Online and Business Mobile Banking, and telephone transfers</td>
<td>• The transactions in this group will be posted based on the date and time made. • If we do not receive the date and time for the transaction, we will post lowest to highest dollar amount, after date and time stamped transactions are posted.</td>
</tr>
<tr>
<td>3rd</td>
<td>• Wire Transfers, automatic Santander loan payments. This category includes payments to your Santander term loan, line of credit, commercial card or other credit accounts. • Recurring debit card purchases</td>
<td>• The payments in this group are processed from the lowest to highest dollar amount.</td>
</tr>
<tr>
<td>4th</td>
<td>• Checks • ACH payment transactions • Recurring transfers in Business Online Banking • WI payments made using Business Online and Business Mobile Banking</td>
<td>• We will sort and order checks, ACH, Business Online and Mobile Banking payments and transfers, and other pre-authorized debits from lowest to highest dollar amount. • Automated Clearing House (ACH) payments are payment requests we receive electronically from another bank. We debit the amount of the payment from your account and send the funds electronically to the bank that requested the payment. ACH payments are used to pay things like your loans and your utility bills.</td>
</tr>
<tr>
<td>5th</td>
<td>• Monthly and other fees</td>
<td>• Fees and adjustments will generally be ordered last and posted from lowest to highest dollar amount unless, at our discretion, we deem it more appropriate to process the fee directly after an associated transaction.</td>
</tr>
</tbody>
</table>

Here is an EXAMPLE of how it works:
Your starting balance is $500.00 at the beginning of the day. The transactions we receive for the day are a cash deposit of $750.00, a debit card purchase of $32.00, an ACH payment for $20.00, and two (2) checks, one for $50.00 (ck#240) and the second for $75.50 (ck#239). This activity will be posted on your Account and show on your statement as follows:

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Debit Amount</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>Direct Deposit</td>
<td>750.00</td>
<td>1250.00</td>
</tr>
<tr>
<td>Debit Card Purchase</td>
<td>-32.00</td>
<td>1218.00</td>
</tr>
<tr>
<td>ACH Payment</td>
<td>-20.00</td>
<td>1198.00</td>
</tr>
<tr>
<td>Check #240</td>
<td>-50.00</td>
<td>1148.00</td>
</tr>
<tr>
<td>Check #239</td>
<td>-75.50</td>
<td>1072.50</td>
</tr>
</tbody>
</table>

Here is an EXAMPLE of how it works if your Account becomes overdrawn:
Let us say you have a starting balance of $60.00. Your transactions for the day are a debit card purchase of $32.00, an ACH payment for $20.00, and a check for $50.00 (ck#240). This activity will show on your statement as follows:

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Debit Amount</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>60.00</td>
<td></td>
</tr>
<tr>
<td>Debit Card Purchase</td>
<td>-32.00</td>
<td>28.00</td>
</tr>
<tr>
<td>ACH Payment</td>
<td>-20.00</td>
<td>8.00</td>
</tr>
<tr>
<td>Check #240</td>
<td>-50.00</td>
<td>-42.00</td>
</tr>
<tr>
<td>Insufficient Funds Fee – Item Paid</td>
<td>-35.00</td>
<td>-77.00</td>
</tr>
</tbody>
</table>

(i) Special Rules About Subaccounts and Certificate of Deposit Accounts

(1) Subaccounts

For regulatory and accounting purposes, a checking Account, including an interest checking Account, may be divided into two subaccounts: a checking subaccount and a money market savings subaccount. These subaccounts are treated as a single Account for all other purposes, such as minimum balance requirements, fees, and Account access. Your statement and other records will reflect only a single Account. The use of subaccounts will not affect the interest you earn. You will have no direct access to the money market savings subaccount.

Available balance above a certain threshold in your checking subaccount will be transferred into the money market savings subaccount. We then transfer funds back into your checking subaccount as needed to pay for checks and other debits. We may make up to six such transfers but will, on the sixth transfer, transfer the entire balance in the money market savings Account back to your checking subaccount. We may repeat this process each statement period. None of these transfers will be reflected on the statement for your checking Account.

(2) Certificate of Deposit Accounts

We will tell you the date on which your Certificate of Deposit (CD) Account matures when you open your Account. We will send you a notice before your maturity date telling you your Account is about to mature and asking you to instruct us as to the disposition of your Account. If we do not receive any instructions from you, your Account will automatically renew for the same term as your original Account (or the closest available term) at the standard interest rate and annual percentage yield in effect on the maturity date for CD Accounts with the same term and balance. If you wish to withdraw from or deposit to your CD, or close your CD without penalty, you can do so during the grace period, which is the seven (7) calendar-day period beginning the day after the day your CD matures. You may be charged a fee or penalty, if you make a withdrawal at any other time. See your CD disclosure for details.

(j) Electronic Notice of Presentment

We may use the balance in your Account at the time we receive an electronic or other notice that the item has been deposited for collection in another financial institution to determine whether we will pay the item. If there are sufficient funds to pay the item when we receive this notice, we may deduct the amount of the item even if we receive the notice before we actually receive the item for payment. If there are insufficient funds in your Account on the day we make this determination, you agree that we are not required to re-examine the balance in your Account on the day we receive the item.

(k) Overdrafts

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we pay items on one or more occasions, which cause your Account to overdraft, we may not continue to pay for future items if you have insufficient funds. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we will decline the transaction or return the item unpaid. We reserve the right to take up to two (2) business days to determine whether or not we will return an item unpaid. During that time, an item that may eventually be returned unpaid could appear in your transactional detail as having been paid.
WHAT IS YOUR LIABILITY FOR OVERDRAFTS?

It is your responsibility to avoid overdrawing your Account. We will not be liable to you whether we choose to pay an overdraft in your Account or not. In addition, you must immediately pay the amount of any overdraft along with any fees that apply. This includes any Sustained Overdraft Fees, which are assessed regardless of the amount your Account is overdrawn. If you do not, we may report this information to a consumer reporting agency and you may be charged additional fees or interest. You also agree to reimburse us for any losses we suffer in collecting any overdrafts from you, including reasonable attorneys’ fees. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

WHEN MAY WE DECIDE NOT TO PAY ANY OVERDRAFTS

If you incur a significant number of overdraft fees, we may, at our discretion, determine not to pay any item that would overdraw your Account for a period of time, regardless of the type of transaction. If we do this, we will notify you. We will also notify you if we determine that we may begin paying overdrafts again.

HOW TO AVOID OVERDRAFTS

The best way to avoid overdraft is to make sure you always know the Available Balance in your Account, plus other pending transactions and charges, before you make a new transaction, such as withdrawing cash at an ATM or making a purchase using your Debit Card, and when you have recurring transactions that will soon post. It is important to remember that authorization of a transaction and payment of that transaction may not occur on the same day. For example, your debit card transaction is paid when the merchant requests payment of a transaction that we previously authorized which can be days after the authorization. Your Available Balance does not include items that have not posted to your Account. It would be helpful for you to maintain a check register and review monthly statements promptly. To obtain a free check register, you may visit any Santander branch. Upon request, our Santander Representatives will demonstrate how to use a check register. You may also link your Account balance at any Santander ATM free of charge or using our Online Banking, Business Mobile Banking, and Telephone Banking tools.

You can also avoid overdrafts by linking other Accounts, such as a savings or money market Account, to your checking Account for overdraft protection. You can also link a Business Overdraft Line of Credit to your checking Account. Once we link your Accounts, we will automatically move funds from your linked Account to your checking Account if you do not have sufficient available funds for all the payment orders presented. You must have enough money in your linked deposit Account or available credit in your Business Overdraft Line of Credit to cover an overdraft.

HOW TO LINK YOUR ACCOUNTS FOR OVERDRAFT PROTECTION

You can link up to three (3) Accounts, including deposit Accounts and a Business Overdraft Line of Credit, to your checking Account for overdraft protection. We will ask you to designate the Accounts you wish to link to your checking Account and the order in which you would like us to transfer funds to your checking Account. If the funds in the first linked Account are insufficient to cover your total overdraft in your checking Account plus the daily overdraft protection transfer fee, we will go to the second linked Account and so on.

We will make one (1) transfer as of the close of business to cover the total of your drawn balance plus the daily overdraft transfer fee. We will charge you an overdraft protection transfer fee each day we transfer funds to cover an overdraft, and you will incur finance charges and other fees on your Business Overdraft Line of Credit.

If, after all payment orders have been posted to your checking Account, the amount of your overdraft exceeds the Available Balances in your linked Accounts plus the Overdraft Protection Transfer Fee, we will not make any transfer. In this case, we may still pay or return items and charges insufficient or unavailable funds fees.

(1) How to Stop Payments of Your Checks

You can ask us to stop payment of a check you have written by notifying us in person, by mail, or telephone or any other method we may make available to you. You cannot stop payment on a check if we have accepted, certified, made final payment on, or otherwise become responsible for the check, except to the extent required by law. We will provide you with a written confirmation of your stop payment order. After receiving a request to stop payment on your order, we have a reasonable period of time to act, which may be twenty-four (24) hours or more. This means that even after you place a stop payment order, we may pay your check if we have not had an opportunity to stop payment.

WHEN WILL A STOP PAYMENT ORDER EXPIRE?

After properly processed, your stop payment will remain effective for six (6) months. We may pay a check once a stop payment order expires. You must place a new stop payment order before the end of the six (6) month period if you do not want it to expire. We are not required to notify you when a stop payment order has expired.

WHAT DO WE NEED FROM YOU TO MAKE A STOP PAYMENT REQUEST?

Your stop payment request must accurately describe the check by Account number, date of check, name of payee, amount, and check number. If you give up any inaccurate information, your stop payment request may not be honored. If we are liable for paying your check over a valid and timely stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you the amount of the loss, up to the face amount of the check.

ARE THERE ANY CHECKS NOT ELIGIBLE FOR STOP PAYMENT REQUESTS?

You do not have the right to stop the payment of a cashier’s check, teller’s check, or certified check. We may, at our discretion and for our own protection, decide to stop payment on these items under certain circumstances, such as if the check has been lost, stolen, or destroyed, or to prevent payment to a person not entitled to enforce the instrument. We will not stop payment because of a dispute between you and the person or entity to whom the item is payable. If we stop the payment, you must provide us any forms or documents we may require, including a surety bond. Even after we stop payment, if the item is subsequently presented for payment by the payee or a holder in due course, we may be required to pay it and you will be liable to us for the amount of the item and any additional costs we incur, such as attorneys’ fees. For information on how to stop a preauthorized electronic funds payment, see Stop Payment in the “Electronic Banking” section of this Agreement.

(m) Foreign Items and Other Items Accepted for Collection

Items drawn on non-US banks, bond coupons, and any other unusual item are accepted for collection only. We will attempt to collect the item on your behalf. We may but will not be required to give you provisional credit for these items. Your Account will not be finally credited for the amount of such items until the payments are actually received by us.

If the check you present for collection is in foreign currency, we will credit your Account for the proceeds of the check, minus any collection fees we or any other collecting bank charge, in US dollars. The foreign currency exchange rate we will apply to convert the proceeds into US dollars is determined by us at our discretion and will generally be less favorable than the rate charged to us.

(n) What Happens When Your Account is Abandoned

Generally, if your Account has no activity and no balance for six (6) months, we will close it. If your Account has a balance but no customer-initiated activity or contact for twelve (12) months, we consider it dormant. Customer-initiated activity includes activity such as deposit or withdrawal of funds but excludes certain automated transactions. A Certificate of Deposit is considered dormant if there is no customer-initiated activity or contact for one (1) year after the first date of renewal.

When your Account remains dormant for the time specified by applicable state law, your Account is considered abandoned. We are then required by state law to turn the funds over to the state after any applicable notices are sent to you. Unless prohibited by the applicable state law, we may charge to the Account a fee for delivery of the Account to the applicable state agency. If you re-establish contact with us, we do not have to reimburse you for this fee and we are not liable to you for any interest that would otherwise have accrued on your Account. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

(o) Change of Address

Any communication we send you at the most recent address we have for you in our records will be binding on you for all purposes. You will promptly notify us of any change in address in person at one of our branches, by telephone if we permit you to do so, or in writing. You agree that we may use information from the US Postal Service to update your address.

(p) Assignment and Transfer

Except as set forth below, the assignment of an Account is prohibited and will not be recognized by us. Savings, money market savings, and certificate of deposit Accounts are not negotiable and not transferable except on our books. These Accounts may be assigned as collateral for a loan made by us or our affiliates but not by others.

(q) Changing or Closign Your Account

We reserve the right to change the terms of your Account at any time. We may discontinue offering a type of Account or modify any type of Account at any time without notice. We will notify you, however, if a change adversely affects you or we are closing the Accounts.

You may close your Account at any time by visiting one of our branches, calling us at 877-768-1145, or in writing. If you notify us in writing and sign your signature on your letter must be notarized. You must tell us your Social Security Number if your Account does not automatically close your Account and we may continue to charge fees and allow debits to be made, even if that overdrafts your Account. We reserve the right to require such documents, authorizations, or identification as we may reasonably deem necessary or appropriate before we close your Account. We may refuse your request to close your Account if there is a negative balance, which represents money owed by you to us, until your Account balance changes to a zero or positive. We may also refuse your request to close your Account if there are pending transactions.
The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced checks) is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced checks). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other laws.

C. ELECTRONIC BANKING

This section contains the terms and conditions that apply to the electronic banking services listed below. Other electronic banking services, such as Business Online Banking and Santander Treasury Link, are governed by separate agreements.

1. TYPES OF ELECTRONIC BANKING SERVICES WE OFFER

We provide a variety of electronic funds transfer (EFT) services for your Accounts. These include:

- Transactions that you make with a Debit Card or ATM Card,
- Electronic payments and deposits,
- Transfers that you make by telephone (Telephone Banking),
- Transfers by Business Online Banking, Business Mobile Banking, Santander Treasury Link, and other electronic methods that we make available to you.

2. USING YOUR CARD

You may use your Santander Debit Card or ATM Card (“your Card”) to access the checking, savings, or money market savings accounts you have linked to your Card. Your Certificate of Deposit Accounts may not be linked to your Card.

You may withdraw cash from and make deposits to your Accounts. When you make a purchase using your Card, the amount of your purchase is automatically deducted from your checking Account.

You may use your Card at any Santander ATM or other ATM displaying the Mastercard®, Maestro®, or Cirrus® logo. You may also use your Santander Debit Card to pay for purchases at any merchant displaying the Mastercard, Maestro, or Cirrus logo, and to make cash withdrawals. Deposits may be made at any Santander ATM that accepts deposits. Services at ATMs not operated by Santander Bank may vary. You may transfer funds between Accounts. If you transfer funds at an ATM before 10:00 p.m. on a business day, the funds will be available to pay charges posted to your Account that day. You may also obtain balance information on your Accounts at most ATMs that accept your Card.

The daily limits for the Debit Card purchases and ATM withdrawals are in the disclosure that we send to you together with your ATM or Debit Card.

For our Massachusetts customers: You may elect to establish a daily cash withdrawal limit of fifty dollars ($50) by calling us at 877-768-1145.

YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM ANY MERCHAND THAT ACCEPTS YOUR CARD

OUR RIGHT TO CANCEL YOUR CARD OR TO REFUSE TRANSACTIONS

We have the right to suspend or terminate your Card usage at any time without notice. We also have the right to decline transactions when your card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious, or illegal activity. We can rely upon certain fraud detection systems or other factors in making this determination.

If you use your Card at an ATM that is not a Santander ATM, the operator of that ATM and the network used to complete the transaction may impose a fee for the use of that ATM. This includes, but is not limited to, any balance inquiry you may make at a non-Santander ATM.

3. ELECTRONIC PAYMENTS AND DEPOSITS

You may authorize a third party to electronically deposit funds to or withdraw funds from your Account. These could include electronic payments of rent, mortgage payments, or payments of insurance premiums. These could also include one-time electronic payments you authorize, such as by telephone, over the Internet, or by giving a check to a merchant or creditor, which then converts your check into an electronic payment.

PREAUTHORIZED CREDITS

If you have arranged to have electronic deposits made to your Account at least once every sixty (60) days from the same person or entity, you can use our business online or mobile banking services or call us at 877-768-1145 and, using the automated system, find out whether an electronic deposit has been received. Electronic deposits may be made to any of your Accounts, except Certificate of Deposit Accounts, without limitation.
NOTICE OF VARYING AMOUNT
If regular electronic payments are being made from your Account and these payments may vary in amount, the person receiving these payments will tell you, at least ten (10) calendar days before each payment, when the electronic payment will be made and how much it will be. You may choose instead to only receive this information when the payment will differ by more than a certain amount from the previous payment, or when the payment will fall outside the limits you have set.

FOREIGN CHECK SCREENING
All financial institutions are required by the Office of Foreign Asset Control (OFAC) to screen all electronic deposits to your Account that are initiated outside the United States. If we receive this type of transaction, the screening process may delay or block the posting of the electronic deposit to your Account.

ELECTRONIC CHECK CONVERSION
You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or pay bills.

4. TELEPHONE BANKING
You may use Telephone Banking to make transfers between your Accounts, to obtain balance and transaction information about your Account, and to place stop payments. Transfers made over the telephone before 10:00 p.m. on a business day will be completed that evening. Transfers made after 10:00 p.m. or on a day that is not a business day will be completed the evening of the next business day. A maximum of $100,000 may be transferred between all of your Accounts and your loans on each business day via telephone banking.

5. GENERAL PROVISIONS
(a) Stop Payments
WHAT TYPES OF ELECTRONIC PAYMENTS CAN BE STOPPED?
If you have told us in advance to make regular payments out of your Account, you can stop any of these payments by calling us at 877-768-1145 or by visiting a branch. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing. If we do, we must receive your written request within fourteen (14) days of your telephone call. We may charge you the stop payment fee set forth in our Fee Schedule. If you properly and timely order us to stop a recurring preauthorized payment and we do not so, we will be liable for your losses or damages.

WHAT TYPES OF ELECTRONIC PAYMENTS CANNOT BE STOPPED?
We cannot stop payment of any transaction other than regular electronic payments. Initiation of certain electronic funds transfers will effectively eliminate your ability to stop payment. You may not stop payment of electronic funds transfers, except as otherwise detailed in this Agreement. Stop payments are not permissible for debit card point-of-sale purchases. You should not use electronic access for purchases or service unless you are satisfied that you will not need to stop payment.

(b) Documentation
You will receive a monthly statement reflecting all electronic banking activity on your Account. You can get a receipt when you perform a transaction at an ATM or make a purchase at or obtain cash from a merchant.

For our Massachusetts customers: Any documentation provided to you that indicates that an electronic funds transfer was made is admissible in Massachusetts as evidence of the transfer and constitutes prima facie proof that the transfer was made.

(c) Business Days
For purposes of this section on Electronic Banking, every day is a business day except Saturdays, Sundays, and federal holidays.

(d) Your Liability for Unauthorized Transfers[5]
Contact us immediately at the phone number shown below if you believe your Card or identification number (“PIN”) has been lost or stolen or any of your Electronic Banking services has been used or may be used without your permission. The best way to keep your losses at a minimum is to telephone us at the phone number shown below. You could lose all the money in your Account if you do not notify us of the loss of your Card or PIN or the unauthorized use of your Electronic Banking service. Your liability will be determined as follows:

- If you contact us within two (2) business days of your discovery of the loss, you can lose no more than $50 if someone used your Card and PIN without your permission.
- If you do not contact us within two (2) business days of your discovery of the loss and someone used your Card and PIN without your permission, you can lose as much as $500 if we can prove that we could have prevented the loss if you had contacted us.
- 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 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 a hospital stay) kept you from telling us, we may extend the time periods.
- 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. For our Massachusetts customers, your maximum liability shall be limited to fifty dollars ($50.00).

(e) To Contact Us
If you believe your Card or PIN has been lost or stolen or that an unauthorized transaction from any of your Accounts has occurred or may occur, please contact us immediately by calling 877-768-1145. We may ask you to confirm your report in writing and send it to us at Santander Bank, Mailcode: MA1-MB3-01-06, 2 Morrissey Boulevard, Boston, MA 02125. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

(f) In Case of Errors or Questions About Your Electronic Transactions
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 thirty (30) days after we sent or made available the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you let us know, we may require that you send us your complaint or question in writing. We will investigate your complaint or question and if we determine an error was made, we will correct the error.

(g) Confidentiality
We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for processing or completing transfers, or;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant;
- To comply with government agency or court orders, examinations, and escheat records; or;
- If you give us your written permission.
(h) Our Liability for Failure to Complete a Transaction

If we do not complete a transaction 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, through no fault of ours, there are insufficient available funds in your Account to do the transaction;
- If the funds in your Account are uncollected or otherwise unavailable;
- If your Account is “torn” or subject to legal process or other encumbrance restricting transactions, or your Card is reported lost or stolen;
- If your Debit Card or PIN has been reported lost or stolen or we have reason to believe the transaction is for fraudulent or illegal purposes;
- If the ATM where you are attempting a transaction does not have enough cash;
- If the transaction was prevented by an act of God, or by any other circumstance beyond our control (such as fire or flood) despite reasonable precautions we have taken;
- If the transaction would exceed a credit or transaction limit on your Account;
- If 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;
- Any other exception stated in any agreement we have with you applies.

(i) Terminating an Electronic Banking Service

If you wish to discontinue any Electronic Banking service, call us at 877-768-1145. We may terminate any or all of your Electronic Banking services, including your Card, at any time for any reason without providing you with notice.

(j) Transactions Made in Foreign Currency

Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one (1) day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. We do not have any control over the exchange rate, the date, or the place of the exchange. We also do not have any control over any conversion fee that may be charged by a card association or network.

D. FUNDS AVAILABILITY POLICY — YOUR ABILITY TO WITHDRAW FUNDS

Funds from items you deposit may be made available to you even if the item you are depositing has not cleared the bank on which it was drawn. But if any item you deposit is counterfeit or returned to us unpaid, regardless of why it is returned, you will be responsible for the amount of the item and we reserve the right to debit your Account for the amount of the item.

Our funds availability policy does not apply to checks drawn on banks or branches located outside the United States or payable in a foreign currency. Our funds availability policy does not apply to Certificate of Deposit Accounts.

1. DETERMINING THE AVAILABILITY OF A DEPOSIT

For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays. If we receive your deposit prior to the applicable cut-off time on a Business Day, we will consider that day to be the day of the deposit. However, if you make a deposit after the cut-off time or on a day that is not a Business Day, then the next Business Day we are open is considered the day of deposit.

<table>
<thead>
<tr>
<th>DEPOSIT MADE AT OR USING</th>
<th>CUT-OFF TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santander Branch</td>
<td>Closing time of the branch</td>
</tr>
<tr>
<td>Santander ATM</td>
<td>10:00 p.m.</td>
</tr>
<tr>
<td>Santander Mobile Banking Check Deposit</td>
<td>10:00 p.m.</td>
</tr>
<tr>
<td>Wire room for incoming wire transfers</td>
<td>6:00 p.m.</td>
</tr>
<tr>
<td>Night deposits</td>
<td>7:30 a.m.</td>
</tr>
<tr>
<td>Telephone banking transfers</td>
<td>10:00 p.m.</td>
</tr>
</tbody>
</table>

NOTE: Funds you transfer between your Accounts using a Santander ATM, telephone banking, Business Mobile Banking, or Business Online Banking are immediately available only for debit card purchases and ATM withdrawals. For cut-off details, see the Electronic Banking section of this Agreement and your Business Online Banking Agreement. There may be limitations on the type of checks accepted for deposit using Santander Mobile Check Deposit. Please see your Business Online Banking Agreement for details.

2. SAME-DAY AVAILABILITY

Funds from the following deposits are generally available on the same Business Day as we receive your deposit:

- Cash deposits
- Direct deposit and other electronic deposit
- Wire transfers

LIMITED AVAILABILITY

If you deposit a check at one of our Santander ATMs, we generally make up to $100 available to you immediately and it is reflected in the Available Balance on your ATM receipt. The $100 is a per Business Day limit and is ONLY available for cash withdrawals made at a Santander ATM on the day of your check deposit. This $100 is not available for card purchases or to cover other transactions posted to your Account that day.

3. NEXT-DAY AVAILABILITY

Funds from the following deposits are generally available no later than the first Business Day after the day we receive your deposit (unless deposit is not payable to you):

- Checks that are drawn on Us
- US Treasury checks
- State and local government checks deposited in person (upon request at time of deposit)
- Cashier’s, certified, and teller’s checks deposited in person (upon request at time of deposit)
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders
- Checks deposited into Escrow Master Checking, IOLTA, and MAHT accounts
4. OTHER CHECK DEPOSITS
Funds from all other checks, including deposits made using Mobile Check Deposit and by mail, are generally available as follows:

- First $225. The first $225 of all checks you deposit on a Business Day will be available on the first Business Day after the day of deposit.
- Remaining Funds: The remaining funds will be available no later than the second Business Day after the day of your deposit. For example, if you deposit a check for $1,000 on a Monday and deposit no other checks, $225 of the deposit is available on Tuesday. No later than Wednesday, the remaining $775 is available.

5. LONGER DELAYS MAY APPLY
Funds deposited by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525 on any one day.
- You deposit a check that has been returned unpaid.
- You deposit checks totaling $5,525 or more and have overdrawn your Account repeatedly in the last six (6) months.
- There is an emergency such as a failure of computer or communications equipment.

If we delay your ability to withdraw funds for these reasons or any other reason that differs from the above policy, we will notify you by mail. Your funds will generally be available no later than six (6) Business Days after the day of your deposit.

6. HOLDS ON OTHER FUNDS
(a) Check Cashing
If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. These funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

(b) Other Account
If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described in our Funds Availability Policy for the type of check that you deposited.

7. SPECIAL RULES FOR NEW ACCOUNTS
If you are a new customer, the following special rules may apply during the first thirty (30) days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,525 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit, if the deposit meets certain conditions set forth in Subsection 3 (NEXT DAY AVAILABILITY) of this Policy. The excess over $5,525 will be available not later than the ninth Business Day after the day of your deposit.
- Funds from all other check deposits may be available later than the schedule set forth in Subsection 4 (OTHER CHECK DEPOSITS) of this Policy; but not later than the ninth Business Day after the day of your deposit.

E. ADDITIONAL LEGAL TERMS AND CONDITIONS
1. CAN THIS AGREEMENT BE CHANGED?
We may change this Agreement, or any fees and features of your Account, at any time. If the change will adversely affect your Account, we will give you notice advance as required by applicable law. We may provide this notice to you or with your statement, by mailing the notice to you directly or by posting the notice in our branches. We may change or terminate this Agreement without notice to comply with any appropriate Federal or applicable State law or regulation. By maintaining your Account after the effective date of any change, you agree to the change.

2. ARE WE ALLOWED TO USE FUNDS IN YOUR ACCOUNTS TO COVER DEBTS YOU OWE US (SET OFF)?
If you owe us or any of our affiliates’ money and that money is due, we can, on our own behalf and on behalf of our affiliate, use the money from any of your Accounts to pay this debt without notifying you in advance. This is known as “set off.” When we debit your Account, we will notify you of that time and tell you how much was taken from your Account.

3. NO WAIVER OF OUR RIGHTS
If we fail to exercise or waive a right with respect to your Account on one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.

4. 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.

5. DISCLOSURE OF ACCOUNT INFORMATION
You authorize us to share information about you and your Account with our affiliates and third parties, unless applicable law or our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

6. TELEPHONE AND ELECTRONIC COMMUNICATION
In the event a one-time passcode is required for multi-factor authentication, information from your mobile phone and/or service provider may be used to verify your identity to protect your account. You authorize your wireless operator to disclose mobile subscriber account and device details, if available, to our third-party service provider for fraud avoidance purposes.

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless we are required by law.

When you give us your mobile number, you agree that we and our service providers or agents can contact you at that number about all of your Accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. Message and data rates may apply. You may contact us any time to change these preferences. If you give us your email address, you agree that we may send servicing messages on your Accounts to that address.

We may send communications electronically, such as by email or text message, rather than through US mail or other means, unless the law says otherwise.

7. LIMITATION OF LIABILITY
IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

If this Agreement conflicts with any statements made by one of our employees or agents, this Agreement will govern.
8. YOUR INSTRUCTIONS
In our sole discretion, we may follow your instructions concerning your Account, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices.

9. REIMBURSEMENT FOR LOSSES
If we take any action to collect your debt or other amounts owed to us under this agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys’ fees, to the extent permitted by applicable law. We may charge your Account for our losses without prior notice to you.

10. TIME LIMITS FOR FILING A LAWSUIT
You must file any lawsuit or arbitration against us within two (2) years after the claim arises, unless Federal or State law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a claim must be filed to a period as short as two (2) years, you agree to the shortest permitted time under that State’s laws.

Any action against us must be brought within the period that the applicable law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period.

11. YOUR SUCCESSORS
This agreement will bind your Business representatives, executors, administrators, and successors.

12. WHAT COURTS MAY BE USED TO RESOLVE A DISPUTE?
You agree that any lawsuits, claims, or other proceedings arising from or relating to your Account or this Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the State or Federal courts in the State whose laws govern your Account, without regard to conflict of laws principles.

13. SECTION HEADINGS
The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement.

14. ARBITRATION PROVISION
This section constitutes the arbitration agreement between you and us. This ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. PLEASE READ THIS SECTION CAREFULLY: YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS SET FORTH BELOW.

If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in class arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

(a) Binding Arbitration
If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this section.

A “claim” or “dispute,” as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to the Business Deposit Account Agreement, including any renewals, extensions, addendums, or modifications (“Account Agreement”) or the deposit relationship between us. It includes any disagreement relating in any way to services, Accounts or any other matters, to your use of any of our banking facilities, to or any means you may use to access your Account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies (including claims for compensatory, monetary and/or punitive damages, restitution and/or disgorgement, or injunctive relief, including public injunctive relief), or whether they are common law or statutory (Federal or State) claims. Except for small claims addressed in Subsection C, arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes include disagreements about the meaning, application or enforceability of this arbitration agreement. The term “Account,” for purposes of arbitration, includes any updated or substitute Account for the same Account holders.

(b) Your Right to Opt Out
If you do not want this Arbitration Provision to apply to your Account, you may opt out by sending us written notice of your decision within thirty (30) days of the opening of your Account. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Provision section of the Account Agreement. It should include your name, address, Account name, Account number, and your signature and must be mailed to: Santander Bank, Attn: Court Order Processing, Mailcode: MA1 MB3-01-21, 2 Morrissey Boulevard, Dorchester, MA 02125.

This is the sole and only method by which you can opt out of this Arbitration Provision. Your exercise of the right to opt-out will not affect any remaining terms of this Account Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this arbitration agreement in a timely and proper fashion.

(c) Parties Subject to Arbitration
Arbitration applies whenever there is a claim between you and us. If a third party is also involved in a claim between you and us, then the claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, the term “you” includes each owner of the Account, each person who signs a signature card for the Account, and their respective heirs, successors, representatives and beneficiaries; “we,” “us,” or “our” includes Santander Bank, N.A., its parents, subsidiaries and affiliates, successors, and their employees, officers, directors, and controlling persons, and all third parties who are regarded as agents or representatives of ours in connection with a claim.

(d) What Claims or Disputes Are Excluded from Arbitration?
You and we retain the right to pursue in small claims court (or an equivalent State court) any dispute that is within that court’s jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.

(e) Initiation of Arbitration
You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced. The demand for arbitration may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. It can be made if a party starts a lawsuit on an individual basis and then tries to pursue a class action or public injunctive relief. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop. Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association’s rules and procedures. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums.

- American Arbitration Association
  - Telephone: 800-778-7879 (toll-free)
  - Website: adr.org

- JAMS
  - Telephone: 800-352-5267 (toll-free)
  - Website: jamsadr.com

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure, or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”). To the extent that there is any variance between the selected forum’s rules and this Arbitration Agreement, this Arbitration Agreement shall control.

If you initiate the arbitration, you must notify us in writing at: Santander Bank, Attn: Court Order Processing, Mailcode: MA1 MB3-01-21, 2 Morrissey Boulevard, Dorchester, MA 02125.

If we initiate the arbitration, we will notify you in writing at your last known address in our file.
FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned.

If you bring a lawsuit that includes a claim or public injunctive relief, you further agree that we may treat such a claim as a claim within the meaning of this Arbitration Provision, and that we would then have the right to demand arbitration, and if you refuse our demand, to move to enforce arbitration in accordance with the terms of this Arbitration Provision pursuant to the Federal Arbitration Act. If we bring and lose that motion, your claim for public injunctive relief will be heard in court but you agree to stay your claim in court for public injunctive relief pending (a) exhaustion of your right to appeal from the ruling against us, and (b) completion of arbitration of all other Claims. If we win our motion, your claims for injunctive relief will be decided in accordance with the terms of this Clause, meaning that the arbitrator can award only such injunctive relief as is necessary to remedy your own alleged injury or to prevent future injury to you alone.

The arbitration shall take place in the Federal judicial district in which you reside, unless the parties agree to a different location in writing.

The arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by this Account Agreement, the forum’s rules, or applicable law.

We reasonably request; (3) we refuse to provide you with the relief you request; and (4) the matter then proceeds to arbitration and the arbitrator subsequently determines that you are entitled to such relief (or greater relief), you will be entitled to a minimum award of at least $3,000 (not including any arbitration fees and attorneys’ fees and costs to which you will also be entitled). You should address all claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this $3,000 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of $3,000 are not contemplated.

You and we agree that in our relationship arising from this Account Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State that govern the relationship between you and us. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

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For additional information on services offered by Santander Bank, stop by your nearest branch or call us at 877-768-2265.

For quick access to information on your Santander Accounts, call Santander Bank’s Automated Telephone Banking at 800-762-5895. Hearing- and speech-impaired customers may use 711 or their preferred relay service.

Visit us online at santanderbank.com.

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