

# Personal Deposit Account Agreement

# Personal Deposit Account Agreement

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# Personal Deposit Account Agreement

## 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 the entire 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 Customer Service Center at 1.877.768.2265.

### What is This Booklet?

This Booklet is the agreement (the “Agreement”) that governs each personal 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 personal deposit Account services, you and anyone else identified as an owner of the Account agree to the terms in this Agreement. The Agreement is a contract between you and us, and there are no third-party beneficiaries to this Agreement.

Included as part of this Agreement are: Fee Schedules, Privacy Notice, and other additional disclosures, as well as separate agreements referenced herein. If a product or service we offer in relation to, or as part of, your personal 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- When not superseded by Federal law, the law of the State where your Account is located.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 opened your Account in person, it is located in the State where you opened it;
- 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, it is located in that State; but
- If you resided anywhere else your Account is located in Delaware.

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 personal checking, savings, money market savings, or certificate of deposit Account you have opened with us. This includes Accounts that are opened for personal, family, or household purposes, and for not-for-profit organizations.

**ACH (Automated Clearing House)** means an electronic deposit to or withdrawal from your Account, such as a directly deposited payroll check 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 timeframe.

**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.

**Business Day** means every day except Saturdays, Sundays, and federal holidays.

**Compound Interest** means interest paid on both the principal and the previously accumulated interest.

**Debit Card** means the Santander Debit Card issued by Santander bearing the Mastercard® logo.

**Debit Card Purchase** means a purchase you make using your Debit Card.

**Direct Deposit** means an automatic electronic deposit made through the ACH network to your Account by someone else, such as an employer issuing payroll or a government paying benefits. It may not include deposits to your Account that are made by an individual using online banking or an internet payment provider.

**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 Bank Personal Deposit Account Fee Schedule, the Personal Deposit Product Guide and Fee Schedule, and other fee schedules for Accounts.

**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, excluding Puerto Rico.

**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 each Account owner and anyone else with authority to deposit, withdraw, or exercise control over an Account.

### 2. OPENING A PERSONAL DEPOSIT ACCOUNT

#### *WHAT ARE YOUR RESPONSIBILITIES AS ACCOUNT OWNER?*

You must sign our signature card when you open an Account. If more than one (1) person opens an Account, each of you must complete and sign our signature card, which identifies the owners of, and authorized signers for, your Account. Each owner of an Account shall have a continuing obligation to provide any other documentation we may request from time to time, including any information required under our customer identification program to establish your identity.

#### *WHO CAN OPEN PERSONAL ACCOUNTS WITH US?*

Accounts may be opened by individuals and unincorporated associations (such as a homeowners association). Living trusts, guardians, custodians, estates, and conservators may open personal Accounts as long as the beneficiaries are natural persons.

### WHO CANNOT OPEN PERSONAL ACCOUNTS WITH US?

You are not entitled to open an Account under this Agreement if you are a corporation, unincorporated business association, partnership, limited liability company, incorporated nonprofit organization, or sole proprietorship. We reserve the right to change your Account to a business Account if we discover that you are not eligible for a personal Account. Our business deposit Accounts are governed by the Business Deposit Account Agreement.

## 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 banking check deposit, by mail, or by any other method we make available. You may also arrange for recurring deposits, such as Direct Deposits, to be made electronically to your Accounts.

(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 banking 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 any 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.

### (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. When you open a checking or savings Account that pays interest, we will provide you with a rate sheet stating the current interest rate and APY for your Account. While the rate sheet you receive at account opening is part of this Agreement, 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 unless you open one of our special purpose variable rate Certificate of Deposit Accounts. 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 and credited monthly. The chart below provides details:

Product Description	Frequency of Compounding and Crediting of Interest
Interest-bearing checking, money market, and statement savings Accounts	Monthly
IRA money market savings Accounts	Quarterly
Certificate of Deposit Accounts	Monthly
Jumbo* Certificate of Deposit Accounts with term of one (1) year or less	Maturity
Jumbo* Certificate of Deposit Accounts with term of one (1) year or more	Monthly

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

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.

(3) How do we calculate the interest you earn?

We calculate interest using the daily balance method. This method applies a daily periodic rate to the available principal balance in your Account each day. Interest is generally calculated using a 365-day year. If you have a tiered-rate Account, we look at your available principal balance to determine what interest rate and corresponding daily periodic rate apply to the entire balance in your Account each day.

EXAMPLE: If you have a tier rate of 0.25% for an available balance of less than \$10,000 and tier rate of 0.75% for an available balance of \$10,000 and greater:

- If your savings Account has an available balance of \$9,000, you would earn interest at 0.25% on the entire balance.
- If your savings Account has an available balance of \$15,000, you would earn interest at 0.75% on the entire balance.

(4) When does a deposit begin accruing interest?

Generally, deposits begin to earn interest on the Business Day we receive the deposit if you deposit cash, and on the Business Day we make the funds available under our Funds Availability Policy in the case of non-cash deposits. Interest on deposits to your Certificate of Deposit Account begins to accrue on the calendar day you make your deposit.

No minimum balance is required to earn interest. We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

(5) How do we pay earned interest?

We pay the interest you earn by crediting the amount of the accrued interest to your Account. If you have a Certificate of Deposit Account, we may permit you to have your interest credited to your Account, credited to another Account, or mailed to you in the form of a check. If you close your Account before interest is credited, we may not pay you that interest.

(6) Interest Period is the period of time we use to calculate the interest that is credited to your Account. The Interest Period is shown on your Account statement in the transaction description that accompanies the actual interest credit. The day interest is credited will not be the last day of the Interest Period. Instead, we will credit your interest within two (2) business days after the end of the Interest Period.

### **(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. Fees and our Fee Schedule are subject to change. You can also ask a Santander Representative for more details.

### **(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. We recommend that you use our Online Banking service and receive your statements and notices electronically.

When an Account has more than one (1) owner, we will send or otherwise make available Account statements and notices to only one (1) owner. The owner receiving this information is responsible for sharing copies of the information with other owners.

(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:

- Examine all the activity on your Account statement promptly and carefully.
- Notify us promptly, but not later than thirty (30) days after we have made your Account statement available to you, of any errors on the statement, including any item listed on the statement that you did not authorize or that is altered.
- Notify us within six (6) months after we have made your Account statement available to you if you identify any unauthorized, missing or altered endorsements on your items.

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 authorized 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 you make a withdrawal in person, we may require you 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. 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 for that item. **Regardless of the amount your Account is overdrawn,** we may assess a Sustained Overdraft Fee if your Account remains overdrawn for five (5) consecutive business days.

*WHEN MAY WE REFUSE A WITHDRAWAL REQUEST?*

Before allowing a transaction, we may request you to provide us with identification, authorization, documentation, or other information that we deem necessary. We may refuse a withdrawal if you fail to comply with our request. 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 you or your payee to provide reasonable advance notice. We do not have any obligation to provide security if you or your payee receive 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 WITH WITHDRAWAL OR TRANSFER LIMITS*

Withdrawals and transfers out of your savings Accounts, including money markets Accounts, are limited by federal law. During any Service Fee Period, you may make no more than six (6) withdrawals or transfers (such as by check, ACH, telephone, Internet, or preauthorized electronic transfer). 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 Irrevocable Burial Account at any time or 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 Might 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 this, 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;
- Any owner of an Account owes us money that is due and payable;



- Our equipment or systems are malfunctioning;
- Any owner has pledged the Account to us as security for a loan or has 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; or
- 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**

### (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.

#### *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 you 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 U.S. dollars. We may pay the amount on your check in U.S. dollars, even if you write the check in a foreign currency.

## (5) Facsimile Signature

If you use a stamp or other device to imprint 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 stamped or facsimile endorsement will be treated as if you had actually endorsed it.

## (6) Security

You must safeguard your checks, your Account numbers, your personal identification numbers, your periodic statements, your Mobile and Online 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 another person tries to cash your check at any of our branches, we may require that person to present acceptable identification, to pay a fee, to use our branches at certain 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 will post transactions in the following order:

Posting Order Group	Types of Transactions	How are They Processed?
1 <sup>st</sup>	<ul style="list-style-type: none"><li>All deposits, including direct deposit, teller, and ATM deposits</li></ul>	<ul style="list-style-type: none"><li>We will order your deposits from highest to lowest first.</li><li>The type of deposit determines the availability of the funds.</li><li>Please refer to the Funds Availability Policy section of this Agreement.</li></ul>
2 <sup>nd</sup>	<ul style="list-style-type: none"><li>ATM cash withdrawals</li><li>Debit Card Purchases that only occur one time (such as buying a cup of coffee)</li><li>Debit transactions through a teller in a branch (including cashing a check)</li><li>Account transfers – ATM, Online and Mobile Banking, and telephone transfers</li></ul>	<ul style="list-style-type: none"><li>The transactions in this group will be posted based on the date and time made.</li><li>If we do not receive the date and time for the transaction, we will sort lowest to highest dollar amount, after date and time stamped transactions are posted.</li></ul>
3 <sup>rd</sup>	<ul style="list-style-type: none"><li>Wire Transfers, Automatic Santander loan payments. This category includes loan, line of credit, and credit card payments to your Santander credit accounts</li><li>Recurring debit card purchases (such as gym membership)</li></ul>	<ul style="list-style-type: none"><li>The payments in this group are processed from the lowest to highest dollar amount.</li></ul>
4 <sup>th</sup>	<ul style="list-style-type: none"><li>Checks</li><li>ACH payment transactions</li><li>Recurring transfers in Online and Mobile Banking</li><li>Bill payments made using Online and Mobile Banking</li></ul>	<ul style="list-style-type: none"><li>We will sort and order checks, ACH, Online and Mobile Banking payments and transfers, and other pre-authorized debits from lowest to highest dollar amount.</li><li>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.</li></ul>
5 <sup>th</sup>	<ul style="list-style-type: none"><li>Monthly and other fees</li></ul>	<ul style="list-style-type: none"><li>Fees (such as, monthly fees, and fees for wire transfers, check orders, stop payment orders, safe deposit boxes, etc.) and other adjustments will be ordered last and posted from lowest to highest.</li></ul>

**Note:** Fees that apply to individual transactions, such as ATM, debit card, and overdraft fees, will be ordered directly following the transaction that generated the fee.

Here is an EXAMPLE of how it works:

Your starting balance is \$500.00 at the beginning of the day. Your transactions for the day are a direct deposit of \$750.00, a debit card purchase of \$32.00, an ACH payment for \$20.00 to pay your monthly gym membership, 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:

Transaction	Activity	Available Balance
Beginning Balance		500.00
Direct Deposit	750.00	1250.00
Debit Card Purchase	-32.00	1218.00
ACH Gym Membership Payment	-20.00	1198.00
Check #240	-50.00	1148.00
Check #239	-75.50	1072.50

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 to pay your monthly gym membership and a check for \$50.00 (ck#240). This activity will show on your statement as follows:

Transaction	Debit Amount	Available Balance
Beginning Balance		60.00
Debit Card Purchase	-32.00	28.00
ACH Gym Membership Payment	-20.00	8.00
Check #240	-50.00	-42.00
Insufficient Funds Fee – Item Paid	-35.00	-77.00

## (i) Special Rules About Joint Accounts, Informal Trust Accounts, Subaccounts, and Certificate of Deposit Accounts

### (1) Joint Accounts

If two (2) or more people are listed as owners of an Account, the Account is a joint Account. Joint Accounts may only be opened by two (2) or more individuals. If we permit you to open a joint Account and any other owner you designate fails to sign the signature card, we may convert your Account to an individual Account. You will be responsible for any withdrawals made by check or otherwise by that person, even if they are made after we convert your Account to an individual Account.

#### *RIGHTS OF JOINT ACCOUNT OWNERS*

All owners of a joint Account are joint tenants with right of survivorship. Each joint owner has equal powers with respect to the Account. For example, any owner can withdraw or transfer funds, make payments, change the address to which statements are sent, order a new supply of checks, or close an Account. We may act on instructions from any joint owner without any other joint owner's consent.

No owner, however, may remove the name of another owner unless the joint owner has died. Each owner will function as the other owners' agent when conducting business with us with respect to the Account. We are not subject to and will not be bound by any agreement made between or among joint owners.

Notice to one (1) joint owner at the address in our records will be considered notice to all joint owners. Each of you guarantees that the signature of any other owner is genuine, and agrees to provide any endorsement that may be missing on a deposited item.

#### *DEATH OF A JOINT ACCOUNT OWNER*

Any funds from a joint Account can be paid to or on the order of any owner of the Account, even if that owner is not alive at the time the payment is made. On the death of a joint owner, the funds in the Account belong to the surviving joint owner. Upon the death of the last surviving owner, the personal representative of that owner may withdraw the funds from the Account. If state law requires additional acts or documents, we will not release any funds in the Account until those requirements are satisfied.

### *LIABILITY OF JOINT ACCOUNT OWNERS*

Your liability as owners of a joint Account is joint and several, which means we can enforce this Agreement against each owner. We can also seek repayment of any amounts owed to us by any one of you without having to seek repayment from all owners. If one or more joint owners owe us money that is due, we can use the funds in the joint Account to pay the debt without notice to any other joint owner. Subject to applicable law, each joint owner is responsible for his or her tax obligations as an owner of a joint Account.

If we receive an attachment, lien, or other form of legal process, which we believe to be valid, directing us to remit or hold funds belonging to a joint owner, we will comply and may deduct those funds from the joint Account.

We will pay any payment order issued by one (1) owner unless a stop payment has been placed on that order and we have a reasonable opportunity to act. We will not honor a request by a joint owner to block an Account and may treat any request by a joint owner to block the Account as a request to close the Account. We may release the balance in the entire Account to any one (1) owner. For more details on stopping payment on checks, see section on "How to Stop Payments of Your Checks."

\*For our New York customers, unless we receive written notice signed by an owner not to honor payment orders, we will not be liable for continuing to honor checks, orders, or withdrawal requests.

#### (2) Informal Trust Accounts

You may establish an informal trust Account by depositing funds in trust for one (1) or more beneficiaries. More than one (1) person may act as trustee on an informal trust Account. The trustees own the funds in the Account during their lifetimes. They may withdraw funds from the Account or delete or change beneficiaries at any time. At the time the Account is opened or a beneficiary's name is added, you must provide the beneficiary's street address and, if the beneficiary is a natural person, the beneficiary's date of birth and any other information we require.

### *DEATH OF THE LAST SURVIVING TRUSTEE*

Unless otherwise required by applicable state law, after the death of the last surviving trustee and upon the request of a beneficiary, we will distribute the balance in the Account to the surviving beneficiaries and close the Account. If all beneficiaries are present in one of our branches at the time we close the Account, we will pay each beneficiary an equal share of the balance. If one (1) or more beneficiaries are not present, we will write a check made payable to all beneficiaries as tenants in common and deliver it to one (1) of the beneficiaries. We are not obligated to notify any beneficiary of a trustee's death or of the existence of the Account. If no beneficiary claims the funds in the Account, the funds will be deemed abandoned and escheated to the state in accordance with state law. If all beneficiaries predecease the last surviving trustee, the balance in the Account will be paid to the legal representative of the estate of that trustee.

#### (3) 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.

#### (4) 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.

## (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 overdraw, 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 you need to know about overdrafts and overdraft fees.

### OVERVIEW

An overdraft occurs when you do not have enough money in your Account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have **standard overdraft practices** that come with your Account.
2. We also offer an **overdraft protection plan** that allows you to link other Accounts, such as a savings Account or an overdraft line of credit, to cover overdrafts in your checking Account. This plan may be less expensive than our standard overdraft practices. To learn more, ask about this plan.

This notice explains our **standard overdraft practices**.

### WHAT ARE THE STANDARD OVERDRAFT PRACTICES THAT COME WITH MY ACCOUNT?

We **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking Account number
- Recurring debit card transactions
- Automatic bill payment
- Online Banking payments and transfers

We **do not** authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM transactions
- One-time Debit Card purchases

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

### WHAT FEES WILL I BE CHARGED IF SANTANDER PAYS AN OVERDRAFT?

Under our standard overdraft practices, we will charge you a fee of up to \$35 each time we pay an overdraft (maximum of 6 per business day) and an additional one-time fee of \$35 if your Account remains overdrawn for five consecutive business days. The fee is applied on the sixth business day. This charge generally applies to checking, savings, and money market savings accounts. See the Fee Schedule for details.

### WHAT IF I WANT SANTANDER TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND ONE-TIME DEBIT CARD TRANSACTIONS?

If you want us to authorize and pay overdrafts on ATM and one-time debit card transactions, visit a Santander branch, or call our Customer Contact Center at 1.877.768.2265.

### CAN I CHANGE MY MIND LATER?

If you tell us that we are permitted to pay any overdrafts caused by ATM or one-time debit card transactions, you can always change your mind and tell us you no longer want us to do this. You can visit any branch or call us at 1.877.768.2265 and tell us you no longer want us to pay these types of overdrafts.

The table below explains your Overdraft Election options:

Some Overdrafts	All Overdrafts
Selecting this option means that Santander <b>may</b> authorize and pay transactions and overdraw your Account, <b>EXCEPT</b> : <ul style="list-style-type: none"><li>• ATM transactions</li><li>• One-time Debit Card Purchases</li></ul>	Selecting this option means that Santander <b>may</b> authorize and pay any transaction and overdraw your Account, <b>INCLUDING</b> : <ul style="list-style-type: none"><li>• ATM transactions</li><li>• One-time Debit Card Purchases</li></ul>
When you choose this option, we will generally decline ATM transactions and one-time Debit Card purchases <u>and</u> we will not charge you a fee.	
You agree that we can charge you a fee for each paid item, <i>up to six (6) per business day</i> , when you do not have sufficient funds.	You agree that we can charge you a fee for each paid item, <i>up to six (6) per business day</i> , when you do not have sufficient funds.
Regardless of which option you choose, <b>we do not guarantee</b> that we will always authorize and pay any type of transaction when you do not have sufficient available funds. If we choose not to pay a transaction, we will charge you a fee for each item we return unpaid, <i>up to six (6) per business day</i> , due to insufficient or unavailable funds on your Account.	

#### 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.

#### OVERDRAFT FOR JOINT ACCOUNTS

Each owner is jointly and severally responsible for any overdraft created in a joint Account regardless of whose payment order caused the overdraft. We may enforce our rights to be reimbursed for any overdraft against one, some, or all owners of a joint Account, but we are not required to do so. If an Overdraft Line of Credit is linked to your Account for overdraft protection and we advance funds from your Overdraft Line of Credit to cover an overdraft, you will be responsible for any liability arising under the Overdraft Line of Credit, regardless of which owner applied for the Overdraft Line of Credit or caused the overdraft to occur.

#### WHEN WE MAY 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 before you make a transaction, such as withdrawing cash at an ATM or making a purchase using your Debit Card. 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 can also check your Account balance at any Santander ATM free of charge or using our Online Banking, Mobile Banking, and Telephone Banking tools.

You can also avoid overdrafts by linking other Accounts, such as a savings Account, to your checking Account for overdraft protection. You can also link an 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 Overdraft Line of Credit to cover your overdraft.

If the amount of your overdraft after all payment orders and the daily overdraft transfer fee have been posted to your checking Account exceeds the available balances and credit in your linked Accounts, no transfer will be made. Because an Overdraft Line of Credit is a credit Account, you need to apply and be approved for this Account.

#### HOW TO LINK YOUR ACCOUNTS FOR OVERDRAFT PROTECTION

You may link up to three Accounts, including deposit Accounts and an 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 overdrawn 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 Overdraft Line of Credit.

If there are not enough funds or available credit to cover your overdraft, you may be assessed unavailable or insufficient funds fees.

**EXAMPLE 1:** Your Checking Account has a balance of \$50.00 and you make a \$200.00 check payment; we will look to your first linked Account with a balance of \$70.00 and then proceed to your second linked Account for a balance of at least \$92.00 to cover the remaining \$80.00 plus the \$12.00 Overdraft Protection Transfer Fee. We will make the transfer to cover your payment and the applicable fee.

**EXAMPLE 2:** Your Checking Account has a balance of \$50.00 and you make a \$200.00 check payment; we will look to your first linked Account with a balance of \$70.00 and then proceed to your second linked Account but it only has a balance of 82.00. Since all of the linked Account balances are insufficient to cover the overdrawn balance plus the \$12.00 fee (\$162.00 needed), we will not make the transfer. If we pay your overdraft, you will be charged an Insufficient Funds – Item Paid Fee of \$35.00.

### **(l) 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 check, 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 us 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 only 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-U.S. 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 U.S. dollars. The foreign currency exchange rate we will apply to convert the proceeds into U.S. 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 no activity for twelve (12) months and has a balance, we consider it dormant. A Certificate of Deposit is considered dormant if there is no activity 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 U.S. 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) Power of Attorney**

A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. We may, in our sole discretion, recognize the authority of an agent to enter into transactions relating to your Account, until we receive a written notice of revocation from you and have had a reasonable time to act on it. You or your agent must provide the original power of attorney executed by you. We may refuse to accept a power of attorney (i) that is not a durable power of attorney; (ii) that requires multiple agents to act together; (iii) if your signature has not been notarized; or (iv) that is not in a form acceptable to us in any other way. If the power of attorney was not executed recently, we may require your agent to execute an affidavit attesting to certain facts, such as the fact that you are still alive and that the power of attorney has not been revoked. We may refuse to permit your agent to conduct a transaction not specifically described in the power of attorney or if we reasonably believe your agent is not acting in your best interests. We will not be liable to you or your heirs for any transaction performed by your agent.

### **(r) Changing or Closing 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 or in writing. If you notify us in writing, your signature on your letter must be notarized. You must tell us you are closing your Account. Merely withdrawing all the funds in your Account does not automatically close 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 monies 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.

We may close your Account at any time, for any reason, and without notice to you. If we decide to close your Account, we may also freeze your Account to prevent any further transactions. We will not be liable to you for dishonoring any check or other payment order presented for payment after we freeze or close your Account. We will mail you a notice that we have closed your Account and a check for the final balance less any fees, claims, setoffs, or other amounts.

### **(s) Illegal Activities**

You agree not to use your Account to conduct transactions related to unlawful Internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

## **B. SUBSTITUTE CHECKS AND YOUR RIGHTS**

This section contains important information about your rights with respect to Substitute Checks. For your rights relating to a deposit made through our Mobile Check Deposit, please refer to the Mobile Check Deposit section of your Online Banking Agreement for details.

### **1. WHAT IS A SUBSTITUTE CHECK?**

To make check processing faster, federal law permits banks to replace an original check with a "Substitute Check." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to original checks, imaged checks, or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.



## 2. WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check 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.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim.

We will reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your Account.

## 3. HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, please visit us at any branch or telephone us at 1.877.768.2265. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An example of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check or the following information to help us identify the Substitute Check: the check number, the name of the person to whom you wrote the check, and the date and amount of the check.

## 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 Online Banking, are governed by separate agreements.

### 1. WHAT TYPES OF ELECTRONIC BANKING SERVICES DO 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 Online Banking, Mobile Banking, 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, money market savings Accounts, and Overdraft Line of Credit you have linked to your Card. An Overdraft Line of Credit may only be linked to a Card if the line of credit is linked to a checking Account. Your Certificate of Deposit Accounts may not be linked to your Card.

You may withdraw cash from and make deposits to your Accounts and obtain a cash advance from your Overdraft Line of Credit. 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, Mastercard Debit, or Maestro 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 pm 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 and your Overdraft Line of Credit 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 1.877.768.2265.

**YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM ANY MERCHANT 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 direct deposits of payroll, Social Security payments, mortgage payments, and 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 direct deposits made to your Account at least once every sixty (60) days from the same person or entity, you can use our online or mobile banking services or call us at 1.877.768.2265 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 and obtain advances from your line of credit and make payments to your Santander loans. You may use our telephone banking system to complete transfers between your Accounts, cash advances from your line of credit, and payments made to your line of credit or other loans. Transfers made over the telephone before 8:00 pm on a business day will be completed that evening. Transfers made after 8:00 pm 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 1.877.768.2265 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 do 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

Contact us immediately at the phone number shown below if you believe your Card or personal 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 when someone used your Card and PIN without your permission, you could 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 (\$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 1.877.768.2265. 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 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.

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 tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 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.

## **(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; or
- 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 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, 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 “frozen” 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; or
- 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; or
- 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 1.877.768.2265. We may terminate any or all of your Electronic Banking services at any time for any reason without providing you with notice.

## (j) Transactions Made in Foreign Currency

If you make a transaction in a foreign currency with your Card, the transaction will be converted by Mastercard International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. 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 cutoff 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 cutoff 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.

**If you make a deposit on or before the applicable cut-off times on a business day, we will consider that to be the day of deposit. Deposit cut-off times:**

DEPOSIT MADE AT OR USING	CUT-OFF TIME
Santander Branch	Closing time of the branch
Santander ATM	10:00 pm
Santander Mobile Banking Check Deposit	10:00 pm

Note: Funds you transfer between your Accounts using a Santander ATM, telephone banking, mobile banking, or 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 Online Banking Agreement. There may be limitations on the type of checks accepted for deposit using Santander Mobile Banking Check Deposit. Please see your 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 deposit
- Direct deposit and other electronic deposit
- Wire transfer

#### 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
- U.S. 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

### 4. OTHER CHECK DEPOSITS

Funds from all other checks, including deposits made using Mobile Banking and by mail, are generally available as follows:

- First \$200: The first \$200 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, \$200 of the deposit is available on Tuesday. No later than Wednesday, the remaining \$800 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You 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 \$ 5,000 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 \$5,000 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 advance notice as required. We may provide this notice to you on 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 State law or regulation.

### **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 "setoff." When we debit your Account, we will notify you at 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**

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 can contact you at that number about all of your Accounts. Your consent allows us to use text messaging, 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 U.S. 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 you owe 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 lawsuit 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 be binding on your personal 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 Provision, is any unresolved disagreement between you and us, arising from or relating in any way to the Personal 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; or to 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, 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. Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or JAMS according to such forum’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  
1.800.778.7879 (toll-free)  
Website: [adr.org](http://adr.org)
- JAMS  
1.800.352.5267 (toll-free)  
Website: [jamsadr.com](http://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.

**(f) Court and Jury Trials Waiver**

FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

**(g) CLASS ACTION AND CLASS ARBITRATION WAIVER**

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.

**(h) Where Will the Arbitration Be Held?**

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

**(i) Costs of Arbitration**

The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is a justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but 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.

**(j) What Law Governs the Arbitration Provision and Arbitration Proceedings?**

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.

**(k) Do You Have a Right to Discovery?**

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

**(l) Arbitration Award and Right of Appeal**

Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken.

**(m) Severability and Survival**

If any part of this Arbitration Provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. The Class Action Waiver is non-severable and if it is deemed or found to be unenforceable for any reason, the whole Arbitration Agreement shall be null and void. This Arbitration Agreement shall survive the closing of your Account and the termination or modification of any relationship between us.

**(n) Notice and Cure; Special Payment**


Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at: 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 submit a Claim Notice. If (1) you submit a Claim Notice in accordance with this Paragraph on your own behalf and not on behalf of any other party; (2) you cooperate with us by promptly providing the information 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.

For additional information on services offered by Santander Bank, stop by your nearest branch or call us at 1.877.768.2265.

For quick access to information on your Santander Accounts, call Santander Bank's Automated Telephone Banking at 1.800.762.5895.  
Customers with hearing impairments may call 1.800.428.9121.

Visit us online at [santanderbank.com](http://santanderbank.com)

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