SANTANDER® ULTIMATE CASH BACK® CREDIT CARD AGREEMENT
(RETAIL INSTALLMENT CREDIT AGREEMENT)

PART 2 OF 2

SECTION 11 OF THIS AGREEMENT IS AN ARBITRATION PROVISION, WHICH WILL APPLY UNLESS YOU ARE ELIGIBLE TO RECEIVE BENEFITS UNDER THE MILITARY LENDING ACT BY BEING A COVERED MEMBER OF MILITARY PERSONNEL, SPOUSE, OR LEGAL DEPENDENT OF A COVERED MEMBER OF MILITARY PERSONNEL AT THE TIME YOU OPEN THIS ACCOUNT, OR UNLESS YOU HAVE REJECTED OR PROMPTLY REJECT THE ARBITRATION PROVISION (SEE SECTION 11[n]), THE ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN ANY CLASS PROCEEDING SUBJECT TO ARBITRATION.

1. General; Certain Definitions. This Agreement governs the terms of your credit card or other access device or number (the "Card") issued by Santander Bank, N.A., a national bank headquartered in Delaware (the "Bank"). As used in this Agreement, the words "we," "us," and "our" mean the Bank, the Bank's successors and assigns, and, for purposes of the Arbitration Provision (Section 11), the other persons identified in the Arbitration Provision. "Our Notice Address" means Credit Card Inquiries, MA1-MB3-01-09, P.O. Box 841002, Boston, MA 02284 or such other address as we subsequently specify by notice to you. The words "you," "your," "yours," and "Cardholder" mean each and every person liable as a holder of the Card. We are delivering this Agreement to you with the Card and a carrier for the Card (the "Card Carrier"). The Card Carrier and its contents are part of this Agreement, and this Agreement is dated as of the date of the Card Carrier. You should retain and carefully review this entire Agreement and you should sign your Card before using it. You and we agree that we are legally bound to the terms of this Agreement set forth below and that we may change the terms of this Agreement by giving notice as required by law.

By using your account, you: (1) Acknowledge that you have reviewed the Details of Rate, Fee, and Other Cost Information and everything you have provided or stated in the accompanying application is true; (2) agree to use your credit card subject to those Rate, Fee, and Other Cost Information conditions and agree to pay all charges incurred under such terms and that this submission shall constitute your written signature for your account agreement; (3) authorize Santander Bank, N.A. ("us" or "our") to obtain and review your credit and employment histories and any other information we or our affiliates have about you to determine your ability to pay, as required by Federal Law in order to verify your identity, service your account, and manage our relationship with you. You agree that on a periodic basis your account may be considered for automatic upgrade at our discretion; (4) agree that only a portion of your total credit line will be available for Cash Advances and that cash advances through ATM machines will be limited to $500 per day; (5) consent to us sharing information about you, your account, and your credit history with others, to the extent permitted by law and authorize us or any of our affiliates to monitor and/or record any of your phone conversations with our representatives; (6) agree to be bound by the terms and conditions of the Credit Card Agreement that you receive with the card.

2. Purchases, Cash Advances, and Balance Transfers. You may use your Account to purchase or lease goods or services (each such transaction, a "Purchase") by presenting your Card or providing your Card number or access code and additional information to participating merchants and establishments that honor the Card. You may also receive "Cash Advances" on your Account: (a) to obtain cash or cash-like equivalents (for example, money orders, traveler’s checks, stamps, or other instruments convertible into cash) from any bank or other person that accepts the Card for such purpose; (b) to make a withdrawal of cash from an automated teller machine ("ATM"); (c) to make a person-to-person transfer conducted through the Internet or otherwise (unless we tell you we will treat the transfer as a Purchase); (d) to transfer funds into a deposit account you have with us (an "Account Transfer"); (e) to cash or make a payment using any check we provide to access the Account (a "Convenience Check"); and/or (f) to obtain a "Balance Transfer" by writing a Convenience Check to pay an existing credit account with another party or by using other procedures we establish for making a Balance Transfer. Balance Transfers have their own Annual Percentage Rate ("APR") as stated in Part 1 of this Agreement unless we state otherwise with the particular offer. If a Balance Transfer or Convenience Check is presented to us after its expiration date, we will treat it as a Cash Advance request at the cash advance rate for a period of 30 days and then we will no longer honor the request. We are only obligated to make a Balance Transfer via a method other than you writing a Balance Transfer Check if the creditor accepts such other payment method. All Purchases, Cash Advances, and Balance Transfers are subject to credit availability. Purchases and Cash Advances (including Account Transfers and Balance Transfers) are collectively referred to as "Transactions." We will not be liable to you (or anyone else) if any ATM, merchant, or other person cannot or will not process a Transaction permitted under this Agreement. Unless prohibited by applicable law, we may from time to time limit the type, number, and dollar amount of any Transaction, even if you have sufficient available credit to complete the Transaction, and may terminate or suspend your use of the Card or the Account, with or without notice to you before or at the time we take such action. We will not stop payment on any Convenience Check. Any amount as cash back over the purchase amount will be treated as a purchase at the merchant where done.

3. Prohibited Uses of Account. You agree that you will only use the Account for personal, family, and household purposes and will not use the Account for any unlawful purpose or to engage in or facilitate Internet gambling. However, if you do, you will still be liable to us with respect to such Transactions. If you authorize or allow any other person to use your Account (an "Authorized User"), either by requesting additional cards or by voluntarily providing your Card and/or related Personal Identification Number (PIN) to any other person, to the extent permitted by applicable law such authorization will be deemed to extend to all Transactions by such Authorized User, and will continue until you have taken all steps necessary to prevent any further use of the Account, by such Authorized User and/or have advised us that such Authorized User is no longer authorized to use the Account. You agree to pay for all charges incurred by any Authorized User, even if you did not intend to be responsible for those charges.

4. Credit Line; Transaction Limits. Your Credit Line will be shown each month on your monthly statement. We are not required to honor any Transaction if, immediately after the Transaction, the outstanding balance of your Account would exceed your Credit Line. We may establish a separate limit on the total amount of outstanding Cash Advances at any time ("Cash Credit Limit"). The Cash Credit Limit will be inclusive of all fees to initiate that Cash Advance. When you make any payment, we may delay increasing your available credit until the payment has cleared. We may decrease your Credit Line or Cash Credit Limit, suspend or terminate your credit privileges, limit the number or dollar amount of Transactions that can be charged to your Account, or close your Account at any time, with or without prior notice, subject to any limitations under applicable law. We will promptly notify you in writing if we take any such action except if your Account is closed due to inactivity. We may increase your Credit Line or Cash Credit Limit at any time or from time to time, whether or not you request an increase, provided that any increase will be subject to our underwriting approval in our absolute discretion and you agree that any such increase shall also be subject to the terms of this Agreement. You agree to provide us from time to time with any financial or other information we reasonably request and authorize us to verify financial or other information about you, including obtaining credit bureau reports, to determine your appropriate Credit Line and Cash Credit Limit.
5. Interest Charges.

(a) General. Each billing cycle, we separately determine the interest charges on Purchases, Cash Advances, and each separate kind of promotion or account privilege (each such “Balance Type”) on your Account. You authorize us to use other formulas or methods to calculate interest that produce equivalent results and to round interest charges to the nearest cent. Fees, Credits, and Adjustments. Any other available credit. You may not redeem any cash back balance previously earned until your Account has been returned to good standing. If you close your Account or your Account becomes severely delinquent, we will refund any outstanding cash back rewards, less interest charges from the first day of the Next Cycle.

(b) Subject to applicable law, we may apply payments and other credits to your Account in any manner we choose in our sole discretion. For purposes of computing interest charges, all Fees are treated as Purchases. If you fail to pay any Minimum Payment Due on your Account as of the Cut-Off Time on a business day we will not charge you a Returned Payment Fee. The Cut-Off Time is 5:00 p.m. Eastern Time (or closing time of any retail office of ours that you use to make payment in person to one of our employees). Payments made online or by phone will be credited as of the date of receipt if made by 5:00 p.m. Eastern Time.

(c) You may agree to make payments by check or other negotiable instrument drawn on a financial institution located in the U.S. or by money order or by some other method we expressly permit. Payments must be made in U.S. dollars.

(d) Subject to applicable law, we may apply payments and other credits to your Account in any manner we choose in our sole discretion. For purposes of computing interest charges, all Fees are treated as Purchases. If you fail to pay any Minimum Payment Due on your Account as of the Cut-Off Time on a business day we will not charge you a Returned Payment Fee. The Cut-Off Time is 5:00 p.m. Eastern Time (or closing time of any retail office of ours that you use to make payment in person to one of our employees). Payments made online or by phone will be credited as of the date of receipt if made by 5:00 p.m. Eastern Time.

(e) At any time, you may pay all or any part of your outstanding Account balance. Payment of more than the Minimum Payment Due in one billing cycle will not relieve you of the obligation to pay the entire Minimum Payment Due in subsequent billing cycles. Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use your information from your check to make a one-time electronic fund transfer to pay your Account as of the Cut-Off Time on the business day we receive your payment and you will not receive a receipt for the payment; or to debit your account as of the Cut-Off Time on the business day we receive your payment. If you choose to make an electronic fund transfer, funds may be withdrawn from your Account as soon as the same day we receive your payment and you will not receive a receipt for the payment.

(f) Foreign Transaction Fee. None. The foreign merchant or financial institution may charge a separate fee. If the Transaction was made in a foreign country, you must pay any foreign Transaction Fee. For a foreign Transaction, you will pay a Foreign Transaction Fee in accordance with its operating regulations or conversion procedures at the time the Transaction is processed. We do not make the currency conversions ourselves.

(g) You may not redeem any cash back balance previously earned until your Account has been returned to good standing. If you close your Account or your Account becomes severely delinquent, we will refund any outstanding cash back rewards, less interest charges from the first day of the Next Cycle.

(h) At any time, you may pay all or any part of your outstanding Account balance. Payment of more than the Minimum Payment Due in one billing cycle will not relieve you of the obligation to pay the entire Minimum Payment Due in subsequent billing cycles.

(i) Subject to applicable law, we may apply payments and other credits to your Account in any manner we choose in our sole discretion. For purposes of computing interest charges, all Fees are treated as Purchases. If you fail to pay any Minimum Payment Due on your Account as of the Cut-Off Time on a business day we will not charge you a Returned Payment Fee. The Cut-Off Time is 5:00 p.m. Eastern Time (or closing time of any retail office of ours that you use to make payment in person to one of our employees). Payments made online or by phone will be credited as of the date of receipt if made by 5:00 p.m. Eastern Time.

(j) You may not redeem any cash back balance previously earned until your Account has been returned to good standing. If you close your Account or your Account becomes severely delinquent, we will refund any outstanding cash back rewards, less interest charges from the first day of the Next Cycle.
Arbitration Provision. If you are eligible to receive benefits under the Military Lending Act by being a covered member of military personnel, spouse, or legal dependent of a covered member of military personnel at the time you open this Account, OR unless you have
exercised or exercise your right to reject arbitration under subsection (n) below, the following Arbitration Provision will apply:

(a) General: Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If we require arbitration, we will notify you in writing at the address on record with us 30 days prior to the initiation of any arbitration, or we will notify you in writing at the address on record with us if you have exercised or exercised your right to reject arbitration under subsection (n) below, the following Arbitration Provision will apply:

(i) You: We, “you,” “our,” “ours,” “us,” and “our” mean the Bank, together with any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates, and successors of such companies, as well as the officers, directors, agents, and employees of any of the foregoing. These terms also include any party named as a co-defendant with you in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, and service providers.

(ii) “You” means the accountholder who is a covered member of military personnel or as stated in such notice. (i) any cooperation (or greater relief), the arbitrator shall award you at least $7,500 in addition to the attorney, expert, and witness fees and costs to which you are entitled.

(iii) “Claim” means any claim, dispute, or controversy between you and us that in any way arises from or relates to this Agreement or the Administrator, including arbitrations arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, cross-claims, counter-claims, and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud, and other intentional wrong common law, and equitable relief. The definition of “Claim” applies regardless of whether the parties are parties to an arbitration under this Arbitration Provision. However, it does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Administration of this Arbitration Provision and the Administrator’s rules). All such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Arbitration Agreement as a whole is for the arbitrator, not a court, to decide.

(i) Notice and Cure. Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement (as fully defined in the Arbitration Provision, a “Claim”), the party asserting the Claim (the “Claimant”) shall give the other party (the “Defending Party”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent by mail to the address for you maintained in our records. Any collection letter we send this address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent by mail to us at Credit Card Inquiries, MA-MB3-01-99, P.O. Box 841002, Boston, MA 02284, Attn: Legal Claim (or such other address as we subsequently provide you). Notice of any claim by a Claimant that is not a consumer (such as a business) shall be served on the liquidator, trustee, or other representative of the estate or business as to all accountholders. You authorize us to share information about each accountholder with the other accountholder through these communications. (ii) In addition to the parties’ rights under the Administrator’s rules to obtain information prior to the hearing, either the Claimant or the Defending Party may also obtain, at our expense, expert witnesses if you win the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator’s or arbitrator’s filing, administrative, hearing, and/or other fees, we will consider in good faith any request you by us to bear such burdens, and we will pay or require our service providers to pay, all lawyers, experts, and witnesses if you win the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator’s or arbitrator’s filing, administrative, hearing, and/or other fees, and the fees and charges of your attorneys, experts, and witnesses, and if and to the extent we are required to pay any fees and costs to the Administrator, we will pay them.

(iv) Arbitrator Selection. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience.

(v) Discovery. Getting Information. In addition to the parties’ rights under the Administrator’s rules to obtain information prior to the hearing, either the Claimant or the Defending Party may also obtain, at our expense, expert witnesses if you win the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator’s or arbitrator’s filing, administrative, hearing, and/or other fees, and the fees and charges of your attorneys, experts, and witnesses, and if and to the extent we are required to pay any fees and costs to the Administrator, we will pay them.

(vi) Fees and Costs. Each party shall pay their own costs and expenses in the arbitration, including fees and costs for attorneys, experts, and witnesses. The arbitrator may award reasonable fees and costs to either party, and make such awards without regard to the outcome of the arbitration.

(vii) Interest. Interest on any award made by an arbitrator in an arbitration proceeding shall be computed from the date of the award, and to the extent permitted by law, the interest rate shall be as prescribed by law. Interest on any judgment in a court proceeding shall be computed from the date of the judgment. (c) If the panel confirms the Award, you agree to pay us the sum of $7,500 together with interest at the rate of 1% per month on the amount of such sum payable by you, from the date of the Award to the date of payment. (d) If the panel vacates, reduces, or otherwise modifies the Award in whole or in part, you agree to pay us such sum as may be finally determined by the panel as modified by the panel in whole or in part, together with interest at the rate of 1% per month on the amount of such sum payable by you, from the date of the Award to the date of payment. (e) If the panel determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least $7,500 in addition to the attorney, expert, and witness fees and costs to which you are entitled.

(f) 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 want to opt out of this Arbitration Provision and must be signed by you (as stated in such notice) and your signature and your mailing address must be mailed to: Santander Bank, Attn: Court Order Processing, Mail code: MA1-MB3-21-2, 1 Morristown 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 valid manner.

12. Miscellaneous

(A) Changes to this Agreement. Subject to the Arbitration Provision and applicable law, including the Truth in Lending Act and Regulation Z.

(B) Governing Law. This Agreement governs transactions involving interstate commerce and accordingly this Arbitration Provision shall be governed by the laws of the state of the primary state office location of the Affiliates that issued your Account, and any suit to enforce or interpret this Agreement shall be brought in such state’s courts, without giving effect to its conflict of laws provisions. This Agreement, and any suit to enforce or interpret this Agreement shall be brought in such state’s courts, without giving effect to its conflict of laws provisions.

(C) Correspondence. All notices to us must be sent to Our Notice Address, with such attention as may be specified in this Agreement. To the extent permitted by applicable law, any notice you send us will be effective unless we receive and have a reasonable opportunity to act on such notice within five (5) business days. If you do not receive an acknowledgment of your delivery, you should send your notice as certified mail, return receipt requested, to the address of (or your email address if you have authorized electronic communications) as it appears on our records. If this is a joint account, you authorize us to send all communications to the phone, mailing address, or email address of the primary (first listed) accountholder and that this will be effective as to all accountholders. You authorize us to share information about each accountholder with the other accountholder through these communications.

(D) Special Payment: If (i) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection (h), captioned “Notice and Cure” (including the timing requirements thereof); (ii) you refuse to provide us with the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least $7,500 in addition to the attorney, expert and witness fees and costs to which you are entitled.

(E) Governing Law. This Agreement governs transactions involving interstate commerce and accordingly this Arbitration Provision shall be governed by the laws of the state of the primary state office location of the Affiliates that issued your Account, and any suit to enforce or interpret this Agreement shall be brought in such state’s courts, without giving effect to its conflict of laws provisions. This Agreement, and any suit to enforce or interpret this Agreement shall be brought in such state’s courts, without giving effect to its conflict of laws provisions.
(d) Reporting Information to Credit Bureaus; Identity Theft. We may report information about your Account to other creditors, other financial institutions, creditors’ service providers, or other governmental agencies with your permission. Any information about your Account that we have reported to a credit bureau is inaccurate, or that you have reported to a credit bureau is inaccurate, or if you believe that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, write us at Our Notice Address, Attn: Fraud/Identity Theft. If you notify us of such an event, we will immediately place a fraud alert on your Account and tell you how to proceed to have a new or temporary Account number issued in your place. In addition, we may report to the applicable law enforcement agencies information that you are the victim of identity theft for a specific debt. Once we receive such documentation, we will cease all debt collection activity until we have reviewed the materials. As a result, the debt is still collectible, collectible with all obligations under Section 12(a), and we may send you a written notice describing the basis for this determination.

(e) Bankruptcy Notification. All bankruptcy notices and related correspondence to us must be sent to us at Our Notice Address, Attn: Bankruptcy Notice. If you have received any such notice, send us a copy of the notice.

(f) Notices of Change in Circumstances. You must notify us of any changes to your name, mailing or email address, home, cell or business phone number, employment, or income within 15 days. You can notify us by calling toll-free at 888-728-1222 (401-824-3400 from outside the United States) and 7-1-1 for the hearing and speech-impaired or their preferred relay service, or by writing us at Our Notice Address, Attn: Fraud/Dispute.

(g) Partial Payments Marked Payment in Full. Any check or other payment you send us for less than the total outstanding balance on your Account that is marked “paid in full” with any similar language or that you or someone else tender as full satisfaction of a disputed amount must be sent to us at Our Notice Address, Attn: Payment of Disputed Amount. We may deposit any such payment without such deposit effecting a satisfaction of the disputed amount.

(h) Inadvertent Overcharges. It is not our intention to charge any interest charges, fees, or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee, or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

(i) Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of your rights or remedies under this Agreement or under applicable law without enforcing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any time, we may enforce them at a later date.

(j) Unauthorized Use of Your Card or Account. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission by calling us toll-free at 888-728-1222 (401-824-3400 from outside the United States) and 7-1-1 for the hearing and speech-impaired or their preferred relay service, or by writing us at Our Notice Address, Attn: Fraud/Dispute.

(k) Partial Payments Marked Payment in Full. Any check or other payment you send us for less than the total outstanding balance on your Account that is marked “paid in full” with any similar language or that you or someone else tender as full satisfaction of a disputed amount must be sent to us at Our Notice Address, Attn: Payment of Disputed Amount. We may deposit any such payment without such deposit effecting a satisfaction of the disputed amount.

(l) Inadvertent Overcharges. It is not our intention to charge any interest charges, fees, or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee, or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

(m) Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of your rights or remedies under this Agreement or under applicable law without enforcing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any time, we may enforce them at a later date.

(n) Unauthorized Use of Your Card or Account. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission by calling us toll-free at 888-728-1222 (401-824-3400 from outside the United States) and 7-1-1 for the hearing and speech-impaired or their preferred relay service, or by writing us at Our Notice Address, Attn: Fraud/Dispute.

(o) Partial Payments Marked Payment in Full. Any check or other payment you send us for less than the total outstanding balance on your Account that is marked “paid in full” with any similar language or that you or someone else tender as full satisfaction of a disputed amount must be sent to us at Our Notice Address, Attn: Payment of Disputed Amount. We may deposit any such payment without such deposit effecting a satisfaction of the disputed amount.

(p) Inadvertent Overcharges. It is not our intention to charge any interest charges, fees, or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee, or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

(q) Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of your rights or remedies under this Agreement or under applicable law without enforcing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any time, we may enforce them at a later date.

(r) Unauthorized Use of Your Card or Account. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission by calling us toll-free at 888-728-1222 (401-824-3400 from outside the United States) and 7-1-1 for the hearing and speech-impaired or their preferred relay service, or by writing us at Our Notice Address, Attn: Fraud/Dispute.

(s) Partial Payments Marked Payment in Full. Any check or other payment you send us for less than the total outstanding balance on your Account that is marked “paid in full” with any similar language or that you or someone else tender as full satisfaction of a disputed amount must be sent to us at Our Notice Address, Attn: Payment of Disputed Amount. We may deposit any such payment without such deposit effecting a satisfaction of the disputed amount.

(t) Inadvertent Overcharges. It is not our intention to charge any interest charges, fees, or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee, or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

(u) Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of your rights or remedies under this Agreement or under applicable law without enforcing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any time, we may enforce them at a later date.

(v) Unauthorized Use of Your Card or Account. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission by calling us toll-free at 888-728-1222 (401-824-3400 from outside the United States) and 7-1-1 for the hearing and speech-impaired or their preferred relay service, or by writing us at Our Notice Address, Attn: Fraud/Dispute.

(w) Partial Payments Marked Payment in Full. Any check or other payment you send us for less than the total outstanding balance on your Account that is marked “paid in full” with any similar language or that you or someone else tender as full satisfaction of a disputed amount must be sent to us at Our Notice Address, Attn: Payment of Disputed Amount. We may deposit any such payment without such deposit effecting a satisfaction of the disputed amount.

(x) Inadvertent Overcharges. It is not our intention to charge any interest charges, fees, or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee, or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

(y) Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of your rights or remedies under this Agreement or under applicable law without enforcing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any time, we may enforce them at a later date.

(z) Unauthorized Use of Your Card or Account. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission by calling us toll-free at 888-728-1222 (401-824-3400 from outside the United States) and 7-1-1 for the hearing and speech-impaired or their preferred relay service, or by writing us at Our Notice Address, Attn: Fraud/Dispute.
After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Credit Card Inquiries
Santander Bank
MA1-MB3-01-09
P.O. Box 841002
Boston, MA 02284

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Santander Bank, N.A.

Jason Hardgrave
Executive Vice President

SANTANDER® ULTIMATE CASH BACK® CREDIT CARD AGREEMENT
(RETAIL INSTALLMENT CREDIT AGREEMENT)

PART 2 OF 2