Personal Deposit Account Agreement

Santander®

Personal Deposit Account Agreement

TABLE OF CONTENTS

WELCOME . . . 4
What Is the Personal Deposit Account Agreement? . . . 4
What Law Governs Your Account? . . . 4

A. GENERAL ACCOUNT TERMS . . . 4
1. DEFINITIONS . . . 4
2. OPENING A PERSONAL DEPOSIT ACCOUNT . . . 5
Notice of Aggregation for Purposes of Calculating FDIC Deposit Insurance . . . 6
3. USING YOUR ACCOUNT . . . 6
(a) Making Deposits . . . 6
(b) How We Calculate Interest on Your Account . . . 7
(c) Fees and Charges . . . 8
(d) Delivery of Account Statements and Notices . . . 8
(e) How Can You Make Withdrawals From Your Account? . . . 8
(f) When We Might Restrict Your Account, Block, or Delay Transactions . . . 9
(g) Checks . . . 10
(h) Posting Order . . . 11
(i) Special Rules About Joint Accounts, Informal Trust Accounts, Subaccounts, and Certificate of Deposit Accounts . . . 12
(j) Electronic Notice of Presentment . . . 14
(k) Overdrafts . . . 14
(l) How to Stop Payments of Your Checks . . . 17
(m) Foreign Items and Other Items . . . 18
(n) What Happens When Your Account Is Abandoned? . . . 18
(o) Change of Address . . . 18
(p) Assignment and Transfer . . . 18
(q) Power of Attorney . . . 18
(r) Changing or Closing Your Account . . . 18
(s) Illegal Activities . . . 19
(t) ACH Transactions . . . 19
(u) Receipt of Real-Time Payments (RTP®) . . . 19

B. SUBSTITUTE CHECKS AND YOUR RIGHTS . . . 19
1. WHAT IS A SUBSTITUTE CHECK? . . . 19
2. WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS? . . . 19
3. HOW DO I MAKE A CLAIM FOR A REFUND? . . . 20

C. ELECTRONIC BANKING . . . 20
1. TYPES OF ELECTRONIC BANKING SERVICES WE OFFER . . . 20
2. USING YOUR CARD . . . 20
3. ELECTRONIC PAYMENTS AND DEPOSITS . . . 21
4. TELEPHONE BANKING . . . 21
5. GENERAL PROVISIONS . . . 21
(a) Stop Payments . . . 21
(b) Documentation . . . 22
(c) Business Days . . . 22
(d) Your Liability for Unauthorized Transfers . . . 22
(e) To Contact Us . . . 22
(f) In Case of Errors or Questions About Your Electronic Transactions . . . 23
(g) Our Liability for Failure to Complete a Transaction . . . 23
(h) Terminating an Electronic Banking Service . . . 23
(i) Transactions Made in Foreign Currency . . . 23

D. FUNDS AVAILABILITY POLICY — YOUR ABILITY TO WITHDRAW FUNDS . . . 24
1. DETERMINING THE AVAILABILITY OF A DEPOSIT . . . 24
2. SAME-DAY AVAILABILITY . . . 24
3. NEXT-DAY AVAILABILITY . . . 25
4. OTHER CHECK DEPOSITS . . . 25
5. LONGER DELAYS MAY APPLY . . . 25
6. HOLDS ON OTHER FUNDS . . . 25
(a) Check Cashing . . . 25
(b) Other Account . . . 25
7. SPECIAL RULES FOR NEW ACCOUNTS . . . 26

E. ADDITIONAL LEGAL TERMS AND CONDITIONS . . . 26
1. CAN THIS AGREEMENT BE CHANGED? . . . 26
2. ARE WE ALLOWED TO USE FUNDS IN YOUR ACCOUNTS TO COVER DEBTS YOU OWE US (SETOFF)? . . . 26
3. NO WAIVER OF OUR RIGHTS . . . 26
4. SEVERABILITY . . . 26
5. CONFIDENTIALITY . . . 26
6. DISCLOSURE OF ACCOUNT INFORMATION . . . 27
7. TELEPHONE AND ELECTRONIC COMMUNICATION . . . 27
8. LIMITATION OF LIABILITY . . . 27
9. YOUR INSTRUCTIONS . . . 27
10. REIMBURSEMENT FOR LOSSES . . . 27
11. TIME LIMITS FOR FILING A LAWSUIT . . . 27
12. YOUR SUCCESSORS . . . 28
13. WHAT COURTS MAY BE USED TO RESOLVE A DISPUTE? . . . 28
14. SECTION HEADINGS . . . 28
15. ARBITRATION PROVISION . . . 28
(a) Binding Arbitration . . . 28
(b) Your Right to Opt Out . . . 28
(c) Parties Subject to Arbitration . . . 29
(d) What Claims or Disputes Are Excluded from Arbitration? . . . 29
(e) Initiation of Arbitration . . . 29
(f) Court and Jury Trials Waiver . . . 29
(g) CLASS ACTION AND CLASS ARBITRATION WAIVER . . . 30
(h) Where Will the Arbitration Be Held? . . . 30
(i) Costs of Arbitration . . . 30
(j) What Law Governs the Arbitration Provision and Arbitration Proceedings? . . . 30
(k) Do You Have a Right to Discovery? . . . 31
(l) Arbitration Award and Right of Appeal . . . 31
(m) Severability and Survival . . . 31
(n) Notice and Cure; Special Payment . . . 31

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 877-768-2265.

What Is the Personal Deposit Account Agreement?

The Personal Deposit Account Agreement ("PDAA," or the "Agreement") is 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 any alternative method to satisfy signature card requirements, 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. This Agreement does not apply to accounts opened in Santander Bank's Openbank division, which are governed by the separate Openbank Personal Deposit Account Agreement. The Agreement is a contract between you and us, and, except as stated below with regard to the FDIC, there are no third-party beneficiaries to this Agreement.

Included as part of this Agreement are: the Fee Schedule (defined below), Privacy Notice, Addenda, Consumer Deposit Account Interest Rate Information, Important Information About Your Certificate of Deposit, 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, subject to the rounding provisions of applicable regulations promulgated under the Truth in Savings Act. 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.

Available Balance means the amount of your Current Balance that is available for immediate use. Certain pending Items, such as check deposits or withdrawals, that have not yet posted to your Account are not included in your Available Balance.

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

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

Current Balance means the previous Business Day's ending balance, plus or minus the full amount of any transaction made during the current Business Day, provided that we have received such transaction.

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

Debit Card Purchase means 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 or retirement plan paying benefits. It may not include deposits to your Account that are made by an individual using online banking, an internet payment provider, or a merchant advancing payroll using a debit card.

Endorsement means a signature, stamp, or other mark placed on the back of a check to transfer the check to us or another person.

Fee Schedule means the Santander 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 and the District of Columbia.

Service Fee Period means the period beginning on the day regular service fees, such as the Monthly Fee, 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 titled "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 complete and sign, written or electronically, our signature card when you open an Account. If more than one (1) person opens an Account, each of you must complete and sign, written or electronically, our signature card, or the Bank reserves the right to use an alternative method to satisfy the signature card requirement, 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. We may withhold a portion of certain payments made to you as required by U.S. federal tax law, including the Foreign Account Tax Compliance Act (FATCA).

You agree to cooperate fully with us and with the FDIC in connection with determining the FDIC-insured status of funds in the Account at any time. If the Account has been opened by you on behalf of a beneficial owner of the funds in the Account (for example, as an agent, executor, custodian, or in some other capacity for the benefit of others) and such Account has transactional features under applicable FDIC rules and regulations (including, for example check-writing or debit card capability), you further agree to timely deliver the information the FDIC would require in the event of a bank failure. The FDIC has published a guide and a related addendum that describes the process to follow and the information you would need to provide to the FDIC within twenty-four (24) hours after the appointment of the FDIC as receiver in connection with a bank failure. These FDIC materials include information regarding the records you should keep on the beneficial owners of the funds, identifying information for those owners, and the format in which those records would need to be provided to the FDIC. These materials can be accessed on the FDIC's website at https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made by contacting us at FDIC370Info@Santander.us. Notwithstanding other provisions in this Agreement, this section survives in the event the FDIC is appointed as our receiver, and the FDIC is considered a third-party beneficiary of this section.

You acknowledge, and when required by applicable data protection regulation expressly consents, the disclosure of his/her personal data to other Santander Group companies, along with any relevant transactions-related information, if we determine it to be required by or advisable to comply with applicable law or internal policies, including, but not limited to (i) Santander Group´s Financial Crime Compliance internal policies, (ii) its legal obligations relating to the anti-money laundering and counter terrorism financing regulations and (iii) its regulatory reporting to the supervisory authorities.

You, including all natural and legal persons who control, have authority over, or who are linked in any way to the transactions recorded in your Account, agree you will not use your Account for any transaction or activity that would (a) violate any of the U.S. laws, regulations, and directives involving economic restrictions and/or sanctions administered by the U.S Department of Treasury, Office of Foreign Assets Control or other governmental authorities (the "U.S. Sanctions Programs"); or (b) be used to violate any of the laws of a European Union Member State or the United Kingdom involving economic restrictions and/or sanctions administered by the European External Action Service or the Office of Financial Sanctions Implementation ("European Sanctions Program(s)") if such Account is within the jurisdiction of a European Sanctions Program. You (as specifically defined in this paragraph) also agree that you will comply with all applicable requirements of the U.S. Sanctions Programs and will not take or fail to take any action that would expose Santander to the risk of being sanctioned or subjected to any prohibition or damage under the U.S. Sanctions Programs.

Notice of Aggregation for Purposes of Calculating FDIC Deposit Insurance

Santander Bank in the United States operates an online banking division under the name "Openbank by Santander" ("Openbank"). Deposits at Santander Bank and its Openbank by Santander division are combined for the purposes of calculating FDIC insurance limits (FDIC Cert #29950) and are not separately insured.

WHO CAN OPEN PERSONAL ACCOUNTS WITH US?
Accounts may be opened by individuals. Living trusts, guardians, custodians, estates, and conservators may open personal Accounts as long as the beneficiaries are natural persons. Santander may obtain information from your consumer report to verify the information you have provided and to help determine if Santander should open your Account.

WHO CANNOT OPEN PERSONAL ACCOUNTS WITH US?
You are not entitled to open an Account under this Agreement if you are a corporation, unincorporated 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.

ACCOUNT INFORMATION SERVICES/CONSUMER REPORTING AGENCIES
If we close your Account because of your unsatisfactory handling, we generally report your information to consumer reporting agencies, such as Early Warning Services ChexSystems. The consumer reporting agency may report your information to others. This may adversely impact your ability to establish an Account at any financial institution for up to five (5) years from the date of the report. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected on your credit report.

3. USING YOUR ACCOUNT

As used herein "branch" refers to any registered branch office of Santander Bank, inclusive of any location bearing branding or signage of "Openbank by Santander" or "Openbank." Similarly, reference to Santander Bank ATMs includes reference to those branded or bearing signage of "Openbank by Santander" or "Openbank."

(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.

Deposits by mail must be made only by check, as cash is not accepted. Check deposits made by mail may be sent by United States Postal Service First-Class Mail and should be addressed to:

Santander Bank N.A.
Mail-In Deposit/Payment
P.O. BOX 841003
Boston, MA 02284-1003

All deposits sent by mail or any other courier service, and addressed to any other Santander branch or other facility generally, will be forwarded to the above address or appropriate processing facility, and will be considered received no earlier than the date on which the deposit is received at the appropriate processing facility.

If any mail-in deposit arrives at the appropriate processing facility after 2:00 pm on any business day, that deposit may not be considered received until the next business day for purposes of our Funds Availability Policy.

(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 U.S. dollars. 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. We may refuse a deposit, limit the amount of a deposit or return all or a portion of a deposit. 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 Consumer Deposit Account Interest Rate Information form stating the current interest rate and APY for your Account. While the Consumer Deposit Account Interest Rate Information form 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. 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) The chart below provides details on how interest on interest-bearing deposit Accounts is generally compounded and credited:

Product Description	Frequency of Compounding Interest	Frequency of Crediting of Interest
Interest-bearing checking, money market, and statement savings Accounts	Monthly	Monthly
Certificate of Deposit Accounts	Daily	Monthly

For certificates of deposit, a separate agreement entitled "IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT" is provided to you when your Account is opened. The terms of that disclosure, if different from the Personal Deposit Account Agreement, govern the specific details pertaining to your certificate(s) of deposit.

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

We calculate interest using the available daily balance method. This method applies a daily periodic rate to the available daily balance in your Account each day. Interest is generally calculated using a 365-day year. If you have a tiered-rate Account, we apply the rate to the entire available daily balance based on the amount of the available daily balance that 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.

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 interest only in whole cents. Therefore, at the end of each interest period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. 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. We credit interest to your Account on the last Business Day 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 certificate of deposit Accounts are only available if you (the customer) request to turn on statements. Quarterly standalone statements for your certificate of deposit Accounts may be activated 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 Endorsement 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. Your Available Balance does not include Items that have not posted to your Account. If a transaction causes the balance on your Account to be overdrawn by one hundred dollars ($100) or less, we will not assess any Insufficient or Unavailable Funds – Item Paid fee for that item. Regardless of the amount, if your Account remains overdrawn for five (5) consecutive Business Days, on the sixth (6^{th}) Business Day, a $15 Sustained Overdraft Fee may be assessed.

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 as well as sign a Letter of Indemnification.

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

We 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, or we require additional information, 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. Except in limited circumstances as determined at our discretion, we do not accept third-party checks (i.e., checks made payable to someone other than you) and reserve the right to reject any third-party check. In the event that we detect that a third-party check was deposited into your Account, 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, return the item unpaid, or place a hold on your Account until you confirm the endorsement of any payee to our satisfaction. You agree that we may require you to confirm the endorsement of any other payee, including through an endorsement guarantee or the appearance of the endorsee in person with proper identification. We may place a hold on the item you deposited until we receive such confirmation.

CAN YOU MAKE RESTRICTIVE ENDORSEMENTS OR NOTATIONS ON CHECKS?
You agree not to place any conditional or restrictive Endorsement, or any notations, such as "void after six months" or "two signatures required" on a check. We are not bound by any such restriction or notation. You agree to pay us for any loss or expense we incur relating to any such restriction or notation. Also, you agree not to endorse any item "without recourse." If you do, we may place your unqualified Endorsement on the item.

ARE WE RESPONSIBLE FOR REVIEWING CHECKS FOR MULTIPLE SIGNATURES?
No, we are not responsible for reviewing the number of signatures required on your Account. If you have indicated that more than one signature is required, we will not be liable if a check does not meet this requirement.

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

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

(2) Check Conversion

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

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

You agree to use checks we have provided to you or from a third-party provider of your choosing so long as the checks they provide 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. You are responsible for inspecting newly printed checks upon receipt and before use to verify accuracy and that they relate to the intended Account from which checks will be drawn.

(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 any person who is not a Santander account holder attempts to cash a check you have written at any of our branches, we may decline to process that transaction as we generally cash checks only for Santander account holders.

(h) Posting Order

After each **BUSINESS DAY** ends, we process and post deposits, credits, checks, and other items to your Account. We start with the available balance at the end of the prior Business Day, subtract any holds, and make any adjustments. We then post transactions in the order described below. This means transactions may not be posted in the order in which they occur.

Posting Order Group	Types of Transactions	How Are They Processed?
1st	• All deposits, including direct deposit, teller, and ATM deposits	• We will order your deposits from highest to lowest first. • The type of deposit determines the availability of the funds. • Please refer to the "Funds Availability Policy" section of this Agreement.
2nd	• ATM cash withdrawals • Debit Card Purchases that only occur one time (such as buying a cup of coffee) • Debit transactions through a teller in a branch (including cashing a check) • Account transfers	• The transactions in this group will be posted based on the date and time made. • If we do not receive the date and time for the transaction, we will sort lowest to highest dollar amount, after date and time stamped transactions are posted.
3rd	• Wire Transfers, Automatic Santander loan payments. This category includes loan, line of credit, and credit card payments to your Santander credit Accounts. • Recurring debit card purchases (such as gym membership)	• The payments in this group are processed from the lowest to highest dollar amount.
4th	• Checks • ACH payment transactions • Bill payments made using Online and Mobile Banking	• 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. • 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.
5th	• Monthly and other fees • Bank adjustments	• Fees and adjustments will generally be ordered last and posted from lowest to highest dollar amount unless, at our discretion, we deem it more appropriate to process the fee directly after an associated transaction.

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, a check for $50.00 (ck#240), and a check for $70 (ck#241). 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
Check #241	-70.00	-112.00
Insufficient Funds Fee – Item Paid	-15.00	-127.00

NOTE: Check #240 did not cause an overdraft fee as the available balance in the account was less than $100 overdrawn. An overdraft fee was incurred after check #241 posted to the account and increased the overdrawn amount past the $100 threshold.

(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, or we cannot satisfy the signature card requirement by way of an alternative method, 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 applicable 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."

(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 applicable 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-bearing 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 (6) such transfers but will, on the sixth (6th) 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 our discretion) 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. You may be charged a fee or penalty if you make a withdrawal at any other time. If you close your CD during the grace period, it will not earn interest on or after the maturity date. See your IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT disclosure for details.

(j) Electronic Notice of Presentment

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

(k) Overdrafts

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we pay items on one or more occasions, which cause your Account to 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. If we do return an item, any Paid Item fee associated with that item will be refunded and no additional Item Returned fee will be charged. You should be aware that when you authorize a merchant or another person to debit money from your Account, that merchant or its financial institution may resubmit returned items multiple times.

For some products, we do not pay overdrafts at our discretion. This means transactions that would overdraw your Account will generally be either declined or returned, and no overdraft fees will be charged. In rare situations where an overdraft cannot be avoided you will still not be charged any overdraft fees. Please refer to your Fee Schedule.

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, which allows you to link other deposit Accounts, such as a savings Account, to cover overdrafts in your checking Account. This plan may be less expensive than our standard overdraft practices. To learn more, ask us 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
- Automatic bill payments
- Recurring Debit Card transactions
- Online Banking payments and transfers

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- 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 **$15** each time we pay an overdraft (maximum of three (3) per Business Day).
- We will only charge you an overdraft fee if the balance on your Account is overdrawn by more than $100.
- An additional one-time fee of **$15** applies to Accounts overdrawn by any amount (negative balance) for five (5) consecutive Business Days when the overdrawn balance at the end of the first day is more than $100, and is assessed to the Account on the sixth (6th) 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 Service Center at **877-768-2265**. You can also make this change in Santander Online or Mobile Banking.

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 transactions, you can always change your mind and tell us you no longer want us to do this.

You can visit any Santander branch or call us at 877-768-2265 to tell us you no longer want us to pay these types of overdrafts. You can also make this change in Santander Online or Mobile Banking.

The table below explains your Overdraft Election options:

Some Overdrafts	All Overdrafts
Selecting this option means that Santander **may** authorize and pay transactions and overdraw your Account, **EXCEPT:** • ATM transactions • One-time Debit Card Purchases When you choose this option, we generally decline ATM transactions and one-time Debit Card Purchases **and** we will not charge you a fee.	Selecting this option means that Santander **may** authorize and pay any transaction and overdraw your Account, **INCLUDING:** • ATM transactions • One-time Debit Card Purchases
You agree that we can charge you a fee for each paid item, *up to three (3) per Business Day,* when you do not have sufficient funds.	You agree that we can charge you a fee for each paid item, *up to three (3) per Business Day,* when you do not have sufficient funds.
Regardless of which option you choose, **we do not guarantee** that we will always authorize and pay any type of transaction when you do not have sufficient available funds.	

WHAT IS YOUR LIABILITY FOR OVERDRAFTS?

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

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 existing 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, the owner(s) who applied for the Overdraft Line of Credit Account will be responsible for any liability arising under such Account, regardless of which owner 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 overdrafts is to make sure you always know the Available Balance in your Account, plus other pending transactions and charges, before you make a new transaction, such as withdrawing cash at an ATM or making a purchase using your Debit Card, and when you have recurring transactions that will soon post. It is important to remember that overdraft fees are determined when transactions post to your Account, which may not occur on the same day you authorize the transaction. For example, your debit card transaction is paid when the merchant requests payment of a transaction that we previously authorized, which can be days after the authorization. Your Available Balance does not include Items that have not posted to your Account. It would be helpful for you to maintain a check register and review monthly statements promptly. To obtain a free check register, you may visit any Santander branch. Upon request, our Santander Representatives will demonstrate how to use a check register. You 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. 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 existing Overdraft Line of Credit to cover your overdraft.

HOW TO LINK YOUR ACCOUNTS FOR OVERDRAFT PROTECTION

You may link up to three (3) Accounts 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, we will go to the second linked Account and so on.

The transfer will be based on the destination Accounts' Current Balances, so items paid against unavailable funds may still be returned, although no additional overdraft fees will be incurred. We will make one (1) transfer as of the close of business to cover only the total of your overdrawn balance. You will incur finance charges and other fees on any existing Overdraft Line of Credit that is linked to your new checking Account for overdraft protection.

Note that transfers will not occur in the following situations, and thus, we may still charge insufficient or unavailable funds fees:

1. If, after all payment orders have been posted to your checking Account, the amount of your overdraft exceeds the Available Balance in your linked Accounts (i.e., there will be no partial coverage of an overdrawn balance).

2. If any linked Account is overdrawn and there is not enough available funds strictly in higher ordered Accounts (i.e., the transfer process will not advance to the next linked source Account to check for funds if a higher ordered linked Account is overdrawn).

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 the remaining balance of $80.00. We will make the transfer to cover your payment.

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, which has a balance of $60.00. Since the combined balances in all linked Accounts are insufficient to cover the overdrawn balance on the Checking Account, we will not make the transfer. If we pay your overdraft, you will be charged an Insufficient Funds – Item Paid Fee of $15.00.

EXAMPLE 3: 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, which is overdrawn by $10.00. A $500.00 balance in your third linked Account will not be counted due to the overdrawn balance in the second linked Account and no transfer will be made. If we pay your overdraft, you will be charged an Insufficient Funds – Item Paid Fee of $15.00.

(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. 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

You may not deposit any items drawn on non-U.S. banks or any other unusual item into your account. We may refuse to accept or process such items at any time. If you deposit an item we later identify as an item drawn on a non-U.S. bank or other unusual item, we may in our discretion accept the item for collection only, in which case you assume all the risks related to the collection of such deposit and are responsible for any related costs or losses, including collection fees, charges assessed by the paying bank, foreign currency exchange rates, or the return of the item unpaid.

(n) What Happens When Your Account Is Abandoned?

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

When your Account remains dormant for the time specified by applicable state law, your Account is considered abandoned. We are then required by state law to turn the funds over to the state after any applicable notices are sent to you.

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 we believe 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 and we may continue to charge fees and allow debits to be made, even if that overdraws 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. If we decide to close an Account having a positive balance, 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. If we or you close your Account, we may reopen your Account at your request. Upon reopening, your Account is subject to this Agreement.

(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.

(t) ACH Transactions

(1) ACH Credits and Debits; NACHA Rules.

When we receive ACH credits or debits to your Account, we are authorized to debit or credit your Account accordingly and you agree to be bound by the National Automated Clearing House Association (NACHA) Operating Rules ("NACHA Rules"). You agree that we may rely on the representations and warranties contained in the NACHA Rules and either credit or debit your Account, as instructed by the originator of the ACH transaction.

(2) ACH Provisional Payment Rule.

You agree that any ACH credits to your Account are provisional until we receive final payment. If we receive a demand for reimbursement from any payor of an ACH credit to your Account, we are entitled to charge your Account for the amount of that claim.

(u) Receipt of Real-Time Payments (RTP®)

The following terms apply to payments or funds transfers you receive by way of The Clearing House's RTP® Network, if and to the extent we make available the receipt of RTP® transfers at Santander. You agree that the applicable operating rules and guidelines of The Clearing House, and other applicable law governing funds transfers, are binding upon you and any RTP® transfer you receive. Transfers using the RTP® Network may be made only between accounts located in the United States. You must not receive RTP® transfers on behalf of any person or entity that is not a resident of or domiciled in the United States. If we receive a request for return of an RTP® transfer received for credit to your Account, we may notify you of that request but will have no liability for failure to do so. Although you may not be obligated to comply with any RTP® return request, any resulting dispute and resolution is entirely and solely between you and the sender of the RTP® transfer. You may request that we return such RTP® transfer to the sender. We may, at our sole discretion, attempt to honor such request but will have no liability for our failure to do so. You agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of any RTP® transfer or dispute, as permitted by law.

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 Digital 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 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, 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. TYPES OF ELECTRONIC BANKING SERVICES WE OFFER

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

- Transactions that you make with a Debit Card or ATM card,
- Electronic payments and deposits,
- Transfers that you make by telephone (Telephone Banking), and
- 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, and money market savings Accounts you have linked to your Card. Your Certificate of Deposit Accounts may not be linked to your Card.

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

You may use your Card at any Santander ATM or other ATM displaying the Mastercard®, Maestro®, or Cirrus® logo. You may also use your Santander Debit Card to pay for purchases at any merchant displaying the Mastercard, 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 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.

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 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 10:00 pm on a Business Day will be completed that evening. Transfers made after 10:00 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 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. If you properly and in a timely manner 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. If we have received a funds transfer payable to your Account, we will notify you by listing the funds transfer(s) on your Account statement. You agree that we are not obligated to send you a separate notice of each incoming funds transfer.

If you are expecting a funds transfer and want to find out if it has been credited to your Account, please call our Customer Service Center at 877-768-2265.

(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 will 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.

(e) To Contact Us

If you believe your Card or PIN has been lost or stolen or that an unauthorized transaction from any of your Accounts has occurred or may occur, please contact us immediately by calling 877-768-2265. We may ask you to confirm your report in writing and send it to us at Santander Bank, P.O. Box 841001 Boston MA 02284. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

(f) In Case of Errors or Questions About Your Electronic Transactions

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (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 ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (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 for written confirmation of your complaint or question and we do not receive it within ten (10) Business Days, we may not credit your Account.

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

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

(g) 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.

(h) Terminating an Electronic Banking Service

If you wish to discontinue any Electronic Banking service, call us at 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.

(i) 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 will charge you a fee for currency exchange conversion, but we 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 cutoff times on a Business Day, we will consider that to be the day of deposit. Deposit cutoff times:	
DEPOSIT MADE AT OR USING	CUTOFF 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 cutoff details, see the "Electronic Banking" section of this Agreement and your Digital Banking Agreement. There may be limitations on the type of checks accepted for deposit using Santander Mobile Banking Check Deposit. Please see your Digital 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 and may be immediately available. However, if these transactions are received after the cutoff time (10:00 pm) – they may not be available to cover certain debit transactions (e.g., ACH's and Checks) that were received earlier in the day before the applicable cutoff time. Please see the posting order section of this agreement for additional information.

- Cash deposit
- Direct deposit and other electronic deposits
- 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 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 $275: The first $275 of all checks you deposit on a Business Day will be available no later than the first Business Day after the Business Day we receive your deposit.
- Remaining Funds: The remaining funds will be available no later than the second Business Day after the Business Day we receive your deposit. For EXAMPLE, if you deposit a check for $1,000 on a Monday and deposit no other checks, $275 of the deposit is available on Tuesday. No later than Wednesday, the remaining $725 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 $6,725 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 Business Day we receive 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 $6,725 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 (1st) 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 $6,725 will be available not later than the ninth (9th) 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 (9th) 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 we believe the change will adversely affect your Account, we will give you advance notice as required by applicable law. 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 Federal or applicable State law or regulation. By maintaining your Account after the effective date of any change, you agree to the change. A copy of the current Agreement will include modifications described in your Account statement or otherwise communicated to you. You can obtain a copy of the current Agreement any time by requesting it from a banker or at santanderbank.com.

2. ARE WE ALLOWED TO USE FUNDS IN YOUR ACCOUNTS TO COVER DEBTS YOU OWE US (SETOFF)?

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" or as the act of "offsetting" to cover an amount owed to us. 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. 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; or
- In accordance with applicable law.

6. 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 your selection according to our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

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

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

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

8. 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 (SUCH AS A CHECK OR PAPER DRAFT), 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.

9. 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.

10. 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.

11. 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 applicable 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.

12. YOUR SUCCESSORS

This Agreement will be binding on your personal representatives, executors, administrators, and successors.

13. 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 where your Account is located, without regard to conflict of laws principles.

14. 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.

15. 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 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 (including claims for compensatory, monetary and/or punitive damages, restitution and/or disgorgement, or injunctive relief, including public injunctive relief), or whether they are common law or statutory (Federal or State) claims. Except for small claims addressed in Subsection (d), 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, Garnishment-Life Events, PO BOX 847168, Boston, MA 02284-4168.

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 canceled or opted out of this arbitration agreement in a timely and proper fashion.

(c) Parties Subject to Arbitration

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

(d) What Claims or Disputes Are Excluded from Arbitration?

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

(e) Initiation of Arbitration

You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced. The demand for arbitration may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. It can be made if a party starts a lawsuit on an individual basis and then tries to pursue a class action or public injunctive relief. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop. Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), according to the 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 forum, as well as additional information about initiating arbitration by contacting the forum:

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

In the event that 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 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, Garnishment-Life Events, PO BOX 847168, Boston, MA 02284-4168.

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.

You further agree that in arbitration, injunctive relief shall be limited to such relief as is necessary to remedy your own alleged injury or to prevent future injury to you alone. Any arbitral award on a class basis shall be void and shall not be subject to confirmation and no judgment shall enter thereon. An injunction granted in arbitration may provide only such relief as is necessary to remedy injury to you or to protect you alone from future injury; no judgment or order shall be entered by a court to enforce an award of the arbitrator for broader injunctive relief.

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

(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. However, the arbitrator may, in his or her discretion, conduct special hearings at any other place for the purpose of receiving evidence that would otherwise be unavailable at the situs of the arbitration, or for the convenience of the parties or witnesses, and that the place for the special hearing selected by the arbitrator shall also be deemed a place where the arbitrator "[is] sitting" for purposes of Section 7 of the FAA. The arbitrator or any of the parties to the arbitration or any party may attend any hearing telephonically or electronically. The telephonic or electronic, adjudicative (as opposed to physical) presence of the arbitrator at a hearing satisfies the "[is] sitting" requirement of Section 7.

(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, Garnishment-Life Events, PO BOX 847168, Boston, MA 02284-4168.

If the parties do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the complaining party may start a lawsuit or arbitration, subject to the right of the other to demand arbitration of the Claim according to the terms of this Arbitration Provision.

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 products, services, or branch locations, visit santanderbank.com.

For quick access to information on your Santander Accounts, call Santander Bank's Automated Telephone Banking at 800-762-5895. Hearing- and speech-impaired customers may use 7-1-1 or their preferred relay service.

Santander Bank, N.A. is a Member FDIC and a wholly owned subsidiary of Banco Santander, S.A. ©2025 Santander Bank, N.A. All rights reserved. Santander, Santander Bank, the Flame Logo, Simply Right, and Santander Select are trademarks of Banco Santander, S.A. or its subsidiaries in the United States or other countries. Mastercard is a registered trademark of Mastercard International Incorporated. All other trademarks are the property of their respective owners.

♻ Please recycle.

MK0034_1043101 1124401 07/2025