Digital Banking Agreement

Formerly known as the “ONLINE BANKING AGREEMENT”

June 2026

Santander®

Digital Banking Agreement

Table of Contents

I GENERAL DESCRIPTION OF AGREEMENT 4

A. WHAT THIS AGREEMENT COVERS 4
B. ACCEPTING THE AGREEMENT 4
C. DEFINITIONS 4
D. RELATION TO OTHER AGREEMENTS 5
E. LIMITATION OF SERVICE 5
F. SERVICE FEES 6

II DIGITAL BANKING SERVICES 6

A. GETTING STARTED 6
B. USING DIGITAL BANKING 7
C. USING YOUR PASSWORD 8
D. ACCOUNT ACCESS FOR LINKED ACCOUNTS 9
E. SECURITY, LIMITATIONS, AND DOLLAR AMOUNTS FOR TRANSFERS 9
F. SANTANDER ALERTS 12
G. RECORD OF TRANSACTIONS 13
H. STOP PAYMENT FEATURE 13
I. GETTING STARTED WITH BILLPAY 13
J. USING BILLPAY 13
K. SCHEDULING A BILLPAY PAYMENT 14
L. BILLPAY PAYMENT CALENDAR 14
M. ELECTRONIC BILLS (E-BILLS) THROUGH BILLPAY 14
N. BILLPAY PAYMENT METHODS 15
O. ONLINE AND MOBILE BANKING GUARANTEE (For Consumer Accounts Only) 16
P. ONLINE AND MOBILE BANKING LIMITATIONS 17
Q. CANCELING PAYMENTS MADE THROUGH BILLPAY 17
R. SANTANDER INVESTMENT SERVICES ACCOUNTS AND BALANCES IN DIGITAL BANKING 17

III OTHER TERMS AND CONDITIONS 18
A. SERVICE HOURS AND AVAILABILITY 18
B. CANCELING YOUR ONLINE AND MOBILE BANKING SERVICES 18
C. CLOSING PAYMENT ACCOUNTS 18
D. BILLPAY ACCOUNT ACCURACY 18
E. CHANGES TO AGREEMENT 19
F. COMMUNICATIONS 19
G. COMMUNICATING WITH YOU 19
H. TRANSFERS FROM MONEY MARKET OR SAVINGS ACCOUNTS 19
I. CONTACT BY SANTANDER OR AFFILIATED PARTIES 19
J. DISCLOSURE OF ACCOUNT INFORMATION 19
K. ACCOUNT STATEMENTS 20
L. PRIVACY POLICY 20
M. INDEMNITY 20
N. GOVERNING LAW 20
O. ADDING OR CHANGING ACCOUNT TO PAY SANTANDER CREDIT CARD 20

IV ADDITIONAL PROVISIONS APPLICABLE ONLY TO CONSUMER ACCOUNTS 21
A. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS 21
B. LIABILITY FOR UNAUTHORIZED TRANSACTIONS 21
C. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSACTION 22

V ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS 23
A. WHO MAY SIGN UP FOR AND USE THE ONLINE AND MOBILE BANKING SERVICES 23
B. PROTECTING YOUR USER IDENTIFICATION AND PASSWORD 23
C. WHAT PROVISIONS OF THIS AGREEMENT APPLY 23
D. COMMUNICATIONS 24

VI MOBILE CHECK DEPOSIT 24
A. DESCRIPTION OF SERVICE 24
B. ELIGIBILITY 24
C. HARDWARE AND SOFTWARE REQUIREMENTS 24
D. RESTRICTIONS AND OTHER REQUIREMENTS 24
E. LIMITS 25
F. FUNDS AVAILABILITY 25
G. COMMUNICATIONS 26
H. FEES 26
I. LIABILITY 26

I GENERAL DESCRIPTION OF AGREEMENT

A. WHAT THIS AGREEMENT COVERS

This Agreement between you ("You" and "your" refer to the Santander Bank customer who has enrolled in Digital Banking) and Santander Bank, N.A. (also referred to herein as "Santander," "we," "us," and "our") governs the use of our Digital Banking service ("Digital Banking"). Digital Banking permits Santander consumer banking customers to perform a number of Digital Banking functions on accounts linked to the service through the use of a personal computer or a mobile device. Unless otherwise indicated, "linked accounts," or "accounts linked to the service" refers to all of your Santander Bank consumer accounts that you have linked to Online or Mobile Banking but excludes any of your accounts within Openbank by Santander (a division of Santander Bank). If a provision applies to accounts held in the Openbank division, we will identify those provisions.

The purpose of this Agreement is to inform you about the features, functions, and appropriate uses of Digital Banking, as well as inform you your rights under Regulation E and Electronic Fund Transfer Act, if applicable. If your deposit account is used primarily for business purposes, please also refer to Section V. Business banking accounts are subject to the terms and conditions of the Digital Banking Agreement for Business Online and Mobile Banking and the Business Deposit Account Agreement.

B. ACCEPTING THE AGREEMENT

When you use Digital Banking, you agree to the terms and conditions of this Agreement. We may change the terms of this Agreement, including any fees and features of your account, at any time. By continuing to use Digital Banking after the effective date of any change, you agree to the change. You may not assign this Agreement.

We may, from time to time, introduce new features to Digital Banking or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By continuing to use Digital Banking after any new or modified features become available, you agree to be bound by the rules concerning these features.

You agree not to use Digital Banking for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of Digital Banking without our prior written consent. You further agree not to use Digital Banking to pay payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by law. You agree not to attempt to log on to Digital Banking from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to Digital Banking from one of these countries may result in your access being restricted and/or terminated.

You acknowledge and agree that you will not originate or conduct ACH transactions, Bill Payments, internal transfers, or any other transactions that violate state, federal, or other applicable law, including but not limited to OFAC rules or requirements. We are not obligated to honor any payment order or other Instruction that could be inconsistent or a violation of applicable law, including, without limitation, the rules and requirements of OFAC and the Financial Crimes Enforcement Network.

C. DEFINITIONS

- ***"Automatic Payment"*** is a payment scheduled for a set amount at regular intervals. For example, you can schedule a payment on the first of each month to pay your mortgage or rent.
- ***"BillPay"*** or ***"the Service"*** means the bill payment service or feature within Business Online and Mobile Banking that is offered by us and may be offered by us through one or more third-party service providers.
- ***"Biller"*** is the person or company you set up in the "BillPay" page of Digital Banking to receive a bill payment or is the person or company from which you receive electronic bills within BillPay.

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- ***"Business Day"*** is every day except Saturdays, Sundays, and federal holidays.
- ***"Due Date"*** is the date reflected on your Biller statement on which the payment is due; it is not the late date, nor does it include any grace period.
- ***"Instructions"*** means the information provided by you to us through Digital Banking to perform a payment or other transaction, including bill payments or other transfer of funds. Instructions may include information such as payee/beneficiary name, account number, amount of funds to be transferred, and other information related to the requested transaction.
- ***"Payment Account"*** is the Santander checking account from which a bill payment will be debited. You will need to designate a checking account to be the payment account at the time you schedule a payment. All of your eligible checking accounts will be displayed automatically.
- ***"Scheduled Payment"*** is a payment that has been scheduled through the service but has not been processed.
- ***"Scheduled Payment Date"*** is the day you want your Biller to receive your bill payment. If the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be the following Business Day.
- ***"Transfers outside Santander"*** are transfers between your eligible deposit accounts at Santander and checking, savings, or money market savings accounts at other financial institutions in the United States. The accounts may be owned by you or someone else, and can be established on the "Transfers" page of Digital Banking.
- ***"Unavailable Funds"*** are funds that are not available in your account for the time you schedule a transfer to occur. You agree to have sufficient funds in your account at the time you schedule a transfer to occur. If there are not sufficient funds in your account, the missing funds are considered unavailable.
- ***"Alerts"*** are opt-in notifications that you, as a customer, can establish. You must select your preferred delivery method (email, SMS text, or push notification), and these notifications will be sent via the delivery method selected.

D. RELATION TO OTHER AGREEMENTS

Your use of Digital Banking may also be affected by the other agreements between you and us for your deposit or other linked accounts. When you use Digital Banking, you are governed by this Agreement as well as the agreements you already have with us for any account linked to Digital Banking, including but not limited to the Personal Deposit Account Agreement. You should review those agreements for any applicable fees, availability of deposits, limitations on the number of transactions you can make, and other restrictions that may impact your use of Digital Banking. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, the terms of your account agreement will control except as may be otherwise stated herein. In the event of a dispute arising under or relating in any way to this Agreement or to the use of Digital Banking provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

E. LIMITATION OF SERVICE

We have the right to revoke, refuse access to, or terminate Digital Banking at any time, without cause or notice. If we do, you understand that any scheduled transactions will not be made. You will be denied the use of Digital Banking if you do not enter the correct login information. There is a limit of three (3) failed login attempts and your access to Digital Banking will be suspended if you exceed these limits. If you need to reset your User ID or password, follow the steps provided within the Digital Banking platforms.

You can also contact our Customer Service Center at 877-768-2265 or visit a branch for help resetting your login credentials. If you access Digital Banking through our Mobile Application, all of the features of Online Banking may not be available. To access all features and services offered through Online Banking, sign in directly to our website at www.santanderbank.com. Please refer to this Agreement, your Personal Deposit Account Agreement, or Product Guide and Fee Schedule for information on fees and digital services.

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F. SERVICE FEES

We do not charge a service fee for the use of Digital Banking at this time. However, some services offered through Digital Banking, such as stopping payment of a check, may incur additional service fees. We reserve the right from time to time to add or modify fees and will notify you when we do so. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with Digital Banking. Please see our Personal Deposit Account Fee Schedule for our standard fees and charges.

II DIGITAL BANKING SERVICES

A. GETTING STARTED

To use Digital Banking, you must have:

An Internet browser that supports 128-bit encryption and all HTML5 standards used on any of the following operating systems:

- Window 10 (LTS) or higher:
  - Firefox 104 or higher
  - Chrome 107 or higher
  - Edge 107 or higher
- Mac OS 13.7.7 or higher:
  - Safari 16 and higher
  - Chrome 107 and higher
- IOS 18.0 or higher
- OS 13 or higher
- Please note if you are using an earlier version of the browsers and operating systems listed here, you may experience limited functionality and may therefore not be able to take advantage of every service, function or product we make available to you.

To use the Santander Personal Banking Application through a mobile device, you'll need:

- A cellular phone registered in your name and capable of receiving an SMS message.
- Apple iPhone, iPad, or iPod touch (Requires iOS or iPadOS 17.6 or higher.)
- Android Smart Phone or Tablet (Requires Android 13.0 or higher.)

For the best experience using Zelle within the Santander Personal Banking Application through a mobile device, we recommend you use:

- Apple iPhone or iPad (Requires iOS or iPadOS 17.6 or higher.)
- Android Smart Phone or Tablet (Requires Android 13.0 or higher.)

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B. USING DIGITAL BANKING

You may use Digital Banking (Mobile and/or Online Banking) to:

- Transfer funds from your Santander Checking, Savings or Money Market accounts to your other Santander deposit accounts or those of another Santander customer.
- Transfer funds from your Santander Checking, Savings or Money Market accounts to accounts within Santander's Openbank division owned by you or another Openbank customer.
- Transfer funds from your Santander Checking, Savings, or Money Market accounts to accounts owned by you or someone else held at another domestic financial institution.
- Obtain a cash advance by transferring funds from your Santander line of credit account to your Santander Checking or Savings account.
- Make a regular payment to your Santander Credit Card or installment loan account by using the funds from your Santander Checking or Savings account.
- Obtain balance and transaction information for your Santander Checking, Savings, and Loan accounts and lines of credit, including your mortgage and credit card.
- Make one-time or set up automatic payments from a deposit account to your Santander Credit Card, loan, or line of credit account.
- View the front and back images of recently cleared checks, withdrawal slips, and deposit slips.
- Perform self-service account maintenance, such as reordering checks and placing your own stop payment requests.
- Pay bills through the BillPay service.
- View your statements through Mobile or Online.
- Put a misplaced debit or credit card on hold with Santander® Instant Card Hold.
- Set up and manage Alerts sent via email, text messages and/or push notification, or both regarding your bank account.
- View your Santander Investment Services (SIS) retirement and non-retirement account balances.
- Manage debit and credit cards, including card activation, lost/stolen reporting, and replacement requests.
- View nicknames of Billers while paying bills and utilize calendar access to easily set up both recurring and/or one-time payments.
- Select statement account delivery preference.
- View password requirements when setting up or changing a password.
- Manage contact details—edit, add, or delete contact information at any time.
- Enroll in Online and Mobile Banking.
- Locate and contact branches, and find ATMs near you.
- View last login date and time.

For first-time Digital Banking users, please download Santander® Mobile Banking App from your mobile device's app store. Then, successfully complete the self-enrollment process by tapping the "Enroll now" link located on the Mobile Banking login screen. If you would like to enroll online, visit santanderbank.com, click on the "Login" button, and then click on the "Enroll" link to begin the enrollment process. After successfully completing the enrollment process, you'll be able to use all the features and services that Digital Banking has to offer.

Some electronic communications may be sent by email. You acknowledge that the email address you provide to us is a valid email address and that you authorize us to send communications to that email. Furthermore, you agree that you will immediately provide us with an updated email address, should it change. If you change your email address, please access our Mobile Banking App and click on "Profile" section to notify us the update. You can also access online banking by clicking the "Profile Management" section, by calling our Customer Service Center at 877-768-2265, or by visiting a branch. If we deliver communications to you using the information we have on file, you will be deemed to have received the disclosures even if, for example, our message is returned to us by an Internet service provider as undeliverable.

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If you are using Personal Financial Management (PFM) software or any other indirect service to access, track, or download account information or to pay bills, the features listed above may not be available or your software may not work in conjunction with Digital Banking.

The Client hereby acknowledges, 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 the Bank determines 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

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

- Capture electronic images of the front and back of certain checks, and deposit checks into the account you select. Please review Section VI: Mobile Check Deposit for further details.
- Set up biometric login on your mobile device using Touch ID or Face ID on iOS devices or fingerprint or facial recognition on Android devices in order to securely log in.
- Establish features such as Quick Balance and Mobile Check Deposit.
- Learn about new/enhanced Mobile Banking App features via helpful tutorials.
- Log in using a 5-Digit PIN option.
- Create and change your PIN for your debit and credit cards.
- Receive push notifications for Alerts.

If you share your device with other individuals and have Touch ID enabled, please note that any fingerprints or faces stored on your device may be used to log in to the Santander® Mobile Banking App and access your account. If Touch ID is disabled, no fingerprint or face ID associated with the device will have login access. If you permit another individual to handle your device in your presence and you have Face ID enabled, please note that there is a risk doing so may potentially allow them access to your account.

C. USING YOUR PASSWORD

Your password acts as your signature as the owner and sole user of the User ID for your personal Digital Banking service. Your password is an identification code that is personal and confidential. The use of the password with the service is a security method by which we are helping you maintain the security of your account(s). Therefore, YOU AGREE THAT YOU WILL NOT DISCLOSE YOUR PASSWORD TO ANYONE AND THAT YOU WILL TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE ELSE LEARNS YOUR PASSWORD. YOU AGREE THAT IF YOU GIVE YOUR PASSWORD TO SOMEONE ELSE TO USE OR ALLOW THEM TO ACCESS THE SERVICE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM UNTIL YOU TELL US THAT YOU HAVE REVOKED THIS AUTHORIZATION.

If you permit any other person(s) or entity, including any data aggregation service providers, to use Digital Banking or to access or use your card numbers, account numbers, PINs, User IDs, passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. You agree to: 1) keep your User ID and password secure and strictly confidential; 2) immediately notify us of any change in status, or authority, of any authorized signer on record with the bank; and 3) immediately notify us and select a new User ID or password if you believe your User ID or password is known or may be used by an unauthorized person. Santander will have no liability to you for any unauthorized payment or transfer made using your User ID or password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your use of Digital Banking without notice from you if we suspect your User ID or password is being used in an unauthorized or fraudulent manner.

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D. ACCOUNT ACCESS FOR LINKED ACCOUNTS

There are three levels of account access that can be assigned to each of your linked accounts. We automatically assign the highest level of access (Financial) to your account. The three levels are:

1. ***View*** – This level allows you to obtain current account balance and transaction information within the Online Banking platform. This level does not allow transfer of funds between linked accounts.
2. ***Inquiry Only*** – View and download account balance and history information.
3. ***Financial*** – View and download account balance and history information, perform transfers between linked accounts, and access BillPay to schedule payments.

If you would like to change your level from Financial to Inquiry or View only, please call the Customer Service Center at 877-768-2265.

E. SECURITY, LIMITATIONS, AND DOLLAR AMOUNTS FOR TRANSFERS

1. Automatic and future-dated transactions will be posted to your account on the Business Day you selected. If you selected a day that is not a Business Day, the transfer will occur on the next Business Day. Account statements and balances may not reflect transactions until the transactions have been officially posted to your account.
2. You agree to have sufficient funds available in your account at the time you schedule a transfer to occur. If you do not have sufficient funds in your account on the date the transfer is scheduled, we will not perform your transfer request. We reserve the right to impose unavailable funds fees, excess activity fees, or transfer fees. No further attempt will be made by the bank to process the transfer Instruction. In all cases, you are responsible for rescheduling the transfer.
3. You may cancel or edit a future dated scheduled or recurring (automatic) transfer until the transfer enters processing. One-time transfers scheduled for the same day may not be edited or canceled.
4. For certain transactions that are in review, Santander may send you an email or SMS text message to confirm that specific transaction. SMS text message delivery is not always predictable and may be delayed or not received during regional emergencies or other periods of high messaging traffic. To authorize or cancel a pending transaction, you can also call us at 877-906-7500 from 8:00 a.m. to 8:00 p.m. ET on regular Business Days (not weekends or holidays). If we do not hear from you by SMS text message or by email, your transaction will be automatically canceled.

For more information about transfers, please see this page and the next of this Agreement, which covers:

- Transfers between your accounts at Santander
- Transfers to another customer at Santander
- Transfers outside Santander

For more details about Santander alerts, including text (SMS) alerts, please see Section II.F (page 12) of this Agreement.

Transfers between deposit accounts at Santander

Transfers from Your Santander Deposit Account to Your Own Deposit Account at Santander/Openbank
All Customers / Per Transaction
$999,999.99

Transfers from Your Santander Deposit Account to Someone Else's Deposit Account at Santander/Openbank			
Customer Tenure < 90 days		**Customer Tenure > 90 days**	
Standard Daily	**Standard Monthly (calendar)**	**Standard Daily**	**Standard Monthly (calendar)**
$5,000	$20,000	$5,000	$20,000

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1. You may transfer funds from your linked accounts at Santander to (i) your other deposit accounts at Santander (or your Openbank accounts) or (ii) someone else's deposit accounts at Santander (or someone else's Openbank accounts). The chart above provides details on limit amounts for the different transfer types.
2. You may transfer funds from your checking account to checking, savings, and money market savings accounts of other Santander customers. Our standard daily limit for these transfers is $5,000 per Business Day and $20,000 per calendar month. Note: we reserve the right to change these limits at any time. Transfers you schedule on a Business Day before 10:00 p.m. ET will be posted to your account as of that Business Day and will be available to cover charges posted to your account that day.
3. If you make a transfer on a Business Day after 10:00 p.m. ET or on a non-Business Day, your transfer will be posted to your account as of the next Business Day. Funds may be available immediately to cover ATM and card purchases. You may receive a communication (SMS text or email) to confirm these transactions and clear your payments.

Transfers to your Loans or Lines of Credit

1. If you transfer funds to make a payment on your loan or line of credit account, that payment will be applied in accordance with your loan or line of credit account agreement.
2. Late, special, extra, or principal-only payments cannot be made using online or mobile banking.

Transfers outside Santander (External Transfers via ACH (Automated Clearing House)).

1. To make Transfers outside Santander to a checking, savings, or money market savings account at another financial institution, you will need to select the type of account to which the funds will be transferred. It can be a personal account, a business account, along with the routing number of the financial institution where the funds will be sent (complemented by the specific account number of the recipient account).
2. Transfers outside Santander will ordinarily be processed within two (2) Business Days. Funds will be debited from your Santander account on the Business Day you direct us to initiate processing the transfer and will typically be credited to the recipient's account in one (1) to two (2) Business Days after the transfer is initiated. Santander cannot guarantee the timely delivery of funds as a result of the failure of another financial institution to act in a timely manner.
3. The cut-off time for Transfers outside Santander is 12:30 p.m. ET on Business Days. Transfers requested after the cut-off time will be processed on the following Business Day.
4. Transfers requested on non-Business Days will take effect on the next Business Day.
5. Future-dated transfers and recurring (automatic) transfers may be scheduled for up to one (1) year in advance.
6. The standard daily limit for these external transfers is $5,000 per Business Day and $20,000 per calendar month. Note: we reserve the right to change these limits at any time.

You agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association ("NACHA Rules") and that any transfer using the Automated Clearing House network is subject to the NACHA Rules. You understand and agree that you may obtain a copy of the NACHA Rules at https://www.nacha.org/ (fees may apply). Failure to comply with the NACHA Rules may result in termination or suspension of your accounts and/or any agreement you have with us. We reserve the right to conduct an audit for purposes of verifying your compliance with the NACHA Rules and/or any of your agreements with us. You agree to adopt and make to us all representations and warranties of an originator under the NACHA Rules.

You agree that Santander, and any bank or intermediary involved in processing your payment order or instruction, are entitled to rely on the account number and bank identification number provided by you without any obligation to look

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at the name of the beneficiary or bank which may also appear in the payment order or Instruction — even if the number identifies a person different from the named beneficiary or bank. If the payment order or Instruction describes the recipient inconsistently by name and account number, posting of the payment transmitted by Santander to the receiving bank may be made by the receiving bank on the basis of the account number supplied by you — even if such account number identifies a person or entity different from the named recipient. If you provide an incorrect account number or bank identifier for the recipient, the payment or funds transfer may be misdirected, resulting in the loss of funds. You acknowledge and agree that Santander has no obligation to detect errors and no liability for any incorrect, inconsistent, or missing information in your payment order or Instruction.

To the extent any transfer discussed in this section may also be an electronic fund transfer subject to Regulation E, the provisions of Section IV (Additional Provisions Applicable Only to Consumer Accounts) will control in the event of a direct conflict between this section.

Limits and restrictions

Depending on the type of transfer, different limit amounts may apply on a per-customer basis. These limits are designed in order to protect the security and integrity of the service and account. To ensure the security of your accounts, transfers between your accounts, to another customer, or to accounts outside Santander may be reviewed, which could delay processing for up to one (1) business days or result in transfers not being processed.

Immediate one-time transfers

- Amount requested must be in your current available balance
- Amount requested must also be in within your daily and/or monthly calendar limits

Future dated and recurring transfers

- Amount requested must also be in within your daily and/or monthly calendar limits
- On the date of transfer if you do not have available funds, the transfer will be canceled

Inbound transfers from owner verified accounts to Santander

- Transfers inbound to Santander from your personal account at an external financial institution can be made to your personal checking, savings, or money market savings accounts. You will need the routing number and account number of the financial institution where the funds will be debited.
- Transfers inbound to Santander from your personal accounts at external financial institutions will be processed within three (3) Business Days. Funds will be debited from your external account on the Business Day you direct us to initiate processing the transfer. Santander cannot guarantee the timely delivery of funds as a result of the failure of another financial institution to act in a timely manner.
- The cut-off time for Inbound Transfers to Santander is 1:00 a.m. ET. Transfers requested after the cut-off time will be processed on the following Business Day.
- We reserve the right to modify limits and/or qualifications at any time, based on our sole discretion. The ability to view your individual transaction limits can be found in the transfer screen in online and or mobile banking.

One-Time Passcode (OTP)

The One-Time Passcode (OTP) service provides a level of security by requiring you to authorize certain transactions. Each customer using Online and Mobile Banking will be required to possess a mobile phone registered in the customer's name on which the customer is able to securely receive an OTP in order to establish and maintain access to Online and Mobile Banking. You will need to provide a cell phone number in order to enroll in the OTP service. Once you have enrolled in our OTP service, you will receive a text message to the cell phone number you provided. These text messages contain

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122530 06/2026

a unique, one-time passcode code that you must enter in order to complete some specific transaction. Once you enter the OTP correctly, your transaction will be confirmed.

Message and data rates may apply. Please check your mobile service agreement for details on applicable fees. Please note that some prepaid mobile plans do not support business-to-person text messaging, but do support person-to-person text messaging. Please contact your provider for details about your plan to ensure you are able to receive messages from us.

By providing your cell phone number when you enroll in the OTP service, you agree to receive autodialed service calls and/or text messages to that number, such as OTP(S) from us and third-party vendors acting on our behalf, and you authorize us to disclose your name and cell phone number to third-party vendors to verify the details of your phone service for security and authentication purposes. Also, you confirm that you are the account holder of the account associated with that number or have received the consent of the account holder to provide their cell phone number.

For help, text "HELP" to 31565. SMS text message order delivery is not always predictable and text message notifications may be delayed or not received during regional emergencies or other periods of high messaging traffic.

It is your responsibility to determine if your mobile carrier supports the OTP service and your mobile device can receive OTPs via text messaging. Check with your individual carrier to confirm the availability of this service.

For questions about your OTP service, please call the Customer Service Center at 877-768-2265.

F. SANTANDER ALERTS

You can set up the Santander Alerts Service to receive opt-in Alerts via your email address, your cell phone on file that can accept text messages, or a cell phone that can receive our Mobile Banking App alerts through push notifications. Alerts allows you to receive important notifications triggered by specific account activities. You can choose to receive account (deposits and credit) related Alerts and/or security-related Alerts. Depending on the type of Alert, it may take up to two days for delivery. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third party as the result of an Alert (or due to the absence of an Alert).

Text (SMS) Alerts

The Alerts Service gives you the option to receive notifications via text messaging about your account status and certain transactions. You must provide a cell phone number to receive text Alerts and enable the text message Alerts service for opt-in Alerts or security alerts. Once you have registered a cell phone number through the Alerts service in Online or Mobile Banking, you will receive a text message to the cell phone number you provided with an OTP that you must enter online or in your mobile device in order to confirm the enrollment.

Message and data rates may apply. Contact your service provider for details about your plan. Please note that some prepaid mobile plans do not support business-to-person text messaging but do support person-to-person text messaging. Please contact your provider for details about your plan to ensure you are able to receive messages from us.

By selecting a cell phone number to receive Alerts via text message, you certify that you are the owner or authorized user of the cell phone number and agree to receive autodialed text message Alerts to the enrolled number. To unsubscribe from Alerts Service texts, text "STOP" to 77541 at any time. After you text "STOP," you may receive a confirmation text message verifying receipt of your opt-out request. Alerts sent to the email address that you provided will be unaffected if you decide to opt-out of receiving text message Alerts. For help, text "HELP" to 77541. Text message order delivery is not always predictable and text message notifications may be delayed or not received during regional emergencies or other periods of high messaging traffic.

It is your responsibility to determine if your mobile carrier supports the OTP service and your mobile device can receive OTPs via text messaging. Check with your individual carrier to confirm the availability of this service.

For questions regarding receiving Alerts via text messaging, please call the Customer Service Center at 877-768-2265.

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122530 06/2026

G. RECORD OF TRANSACTIONS

Details regarding your one-time and future-dated transfers are available in the "Transfer History" or "Scheduled Transfers" in Digital Banking.

H. STOP PAYMENT FEATURE

You can order us to stop payment on any check you write from your Santander checking account through Digital Banking. You cannot stop payment on a check if we have accepted, certified, paid, or otherwise become accountable for the check, except to the extent required by law. You must allow us a reasonable time to initiate your stop payment request. Your stop payment request will remain in effect for six (6) months. The stop payment feature may not be used with respect to any payment or transfer scheduled through Digital Banking. Please see our Personal Deposit Account Agreement for other provisions governing stop payment orders.

I. GETTING STARTED WITH BILLPAY

To use BillPay you must:

- Have access to Digital Banking either through a personal computer or a mobile device.
- Have at least one Santander Checking account.
- Have at least one Biller added to your Biller List. All Billers can be added through Online or Mobile Banking.
- Provide an active email account used regularly.
- Be at least 18 years of age.
- Have and provide a valid U.S. address.

J. USING BILLPAY

You may use BillPay to:

1. Make one-time or Automatic Payments from your Santander Checking account to companies or individuals, which we refer to as Billers.
2. Use the Electronic Bills (e-bills) service to:
    - View Biller statements and detailed information through a personal computer.
    - Receive notifications directly to your personal email account when a bill has been received.
3. Send us secure online mail messages and questions regarding the service through a personal computer.

Not all Billers participate in the e-bills service. When you add a company that offers eBills, you can enter the required info to request eBills, and we send your request to the company. You can sign up for eBills from other companies who offer them. The Service reserves the right to deny, block, or cancel your enrollment in BillPay at any time and for any reason.

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122530 06/2026

K. SCHEDULING A BILLPAY PAYMENT

Payments can only be scheduled from the Payment Accounts linked to Digital Banking.

Payments can be entered as:

1. One-time transactions up to one (1) year (365 days) in advance. Note – One year is 366 days in a leap year.
2. Recurring (automatic) Payments.

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

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

Because we cannot predict the exact date that a personal check will be presented to us for payment, please make sure you have sufficient funds in your account beginning a few days before your scheduled delivery date and keep such funds available until the payment is deducted from your account.

L. BILLPAY PAYMENT CALENDAR

By using the Payment Calendar found within the BillPay service, you will be able to schedule your payment date. The Payment Calendar will indicate the first available date and all other available dates when your bill can be paid.

M. ELECTRONIC BILLS (E-BILLS) THROUGH BILLPAY

You can receive bills electronically from participating Billers. E-bills must be requested using a personal computer.

1. ***Approval of e-bills.*** Participating Billers establish their own criteria for reviewing requests to send e-bills and have sole discretion in accepting or declining your request. Participating Billers typically require five (5) Business Days to act upon your request to receive e-bills. Upon activation of the electronic bill feature, Digital Banking may notify the Biller of your request to receive electronic billing information. The receipt of the electronic version of your first e-bill may vary from Biller to Biller and may take up to sixty (60) days.
2. ***In some cases, we obtain the e-bill from the website of the Biller.*** To do so, we may ask you for information needed to retrieve the e-bill, such as a required password. By providing this information, you are authorizing Santander to access the Biller's website on your behalf and retrieve your account information.
3. ***Notifications.*** There are two (2) types of e-bill notifications:
    a. Electronic Bill via email that notifies you of the delivery of an e-bill and provides a summary of the bill (typically Due Date, amount due, balance, etc.), as well as the "Pay" button. After you click the button, you must sign in to BillPay
    b. Email reminder that simply notifies you of the delivery of an e-bill, but does not contain any summary information or payment options. You will receive an email message with the subject line: "You've got Bills."

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122530 06/2026

4. ***Timely delivery of e-bills.*** We have no control over the delivery of an e-bill from a Biller and are not responsible for late delivery of an e-bill, or for late payments resulting from a late e-bill. If you do not receive an e-bill, it is your responsibility to contact the Biller directly. If you have questions regarding the contents of your e-bill, you should contact the Biller directly.
5. ***Non-delivery of e-bills.*** We are not responsible if the Biller fails to deliver an e-bill. You are responsible for ensuring timely payment of all bills. Copies of previous e-bills must be requested from the Biller directly. We are not responsible for the non-delivery of e-Bill notifications. It is your responsibility to maintain a current email address as displayed on the "My Profile & Preferences" page.
6. ***Accuracy and dispute of an e-bill.*** We are not responsible for the accuracy of an e-bill. If you have questions regarding the contents of your e-bill, you should contact the Biller directly.
7. ***Biller enrollment and personal information.*** When you establish e-bills with a participating Biller, you will be requested to provide personal information that will be forwarded to the Biller. If you have concerns about the Biller's use of this information, you should contact the Biller directly.
8. ***Introductory e-bill opportunity.*** You understand and agree that selected Payees may provide e-bills to you through BillPay for up to three months in order to introduce you to the convenience of online bill payment. We will notify you in advance of such introductory opportunities. Santander does not have access to and does not store detailed billing information contained in the e-bill. Only you will have access to the detailed bill information. If at any time you choose not to participate in this introductory e-bill opportunity, you have the following options:
    a. You can discontinue a specific e-bill by logging into Online Banking and choosing to edit it. Select "Cancel the e-bill trial," confirm your cancelation, and the e-bill trial will end.
    b. To be removed from future e-bill trial enrollments, please email Customer Care. Please make sure to include the email address that you use for online banking messaging in your response to us.
    c. If you wish to receive the e-bills after the introductory period, please follow the instructions on the "e-bills" page of Online Banking.
9. ***Discontinue the e-bills Service.*** You may cancel the e-bills service at any time by choosing the "Manage My Bills" option within BillPay. It may take up to sixty (60) days for an electronic delivery to stop. We will notify your Biller when you cancel an e-bill. It is your sole responsibility to make arrangements for an alternate form of bill delivery.

N. BILLPAY PAYMENT METHODS

By providing us with names and account information of Billers you wish to pay, you authorize the Service to follow the Bill Payment Instructions you enter. When we receive a Bill Payment Instruction through Digital Banking, you authorize the debiting of your Payment Account and remittance of funds on your behalf. We reserve the right to select the method in which to remit funds on your behalf to your Biller. The Service will make payments you have scheduled through our BillPay service either electronically or by check. Although you will not be able to select how a Biller will be paid, most major Billers accept electronic payments. We encourage you to provide as much information as possible when setting up a Biller so that we can match your Billers to those in the Service's database that accept electronic payments. If we pay by check, the check may either be drawn on the Service's operating account or it may be drawn directly on your account.

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

If a Biller is paid by check, we prepare and mail the check so that it will generally arrive at the Biller on the Scheduled Payment Date. If the check is drawn on the Service's operating account, we will deduct the amount of your payment from

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122530 06/2026

your Payment Account on the Scheduled Payment Date. If the check is drawn directly on your account, the payment will be deducted when the Biller deposits the check and it is presented to us for payment. Depending upon the speed of the U.S. Postal Service and your Biller, this may occur before your Scheduled Payment Date. Make sure you have sufficient funds in your Payment Account as you schedule your payments. Also, if the check is drawn directly on your account, it will be displayed to you in the same way as any other check you have written, with your monthly statement in the format specified in your Statement Check Options. The appearance of the line item or image will be slightly different from the checks you write and will bear a six-digit check number that begins with "99."

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

You acknowledge and agree that the Service from time to time may execute your Instruction by advancing funds on your behalf from its own operating account before debiting your Payment Account, and that you authorize the Service to debit your Payment Account or other of your accounts to reimburse the Service for advancing your Bill Payment. You remain obligated for any Bill Payment completed by the Service advancing payment prior to debiting your Payment Account or other account of yours. You agree that you will reimburse the Service immediately upon demand for the amount of the Bill Payment and any costs incurred in attempting to collect such amount from you if the Bill Payment has been delivered but the debit processing of your Payment Account or other account of yours is unable to be completed for any reason (e.g., there are insufficient funds in your Payment Account or your Payment Account is closed or blocked).

You must have sufficient available funds when scheduling Bill Payments. If your Payment Account has insufficient available funds to complete a transaction, or there is any other reason associated with your Payment Account that the transaction cannot be completed, funded, or reimbursed to the Service (e.g., the Payment Account is closed or blocked), we have no obligation to complete any portion of the transaction. You acknowledge that, in its sole discretion, the Service may complete your requested transaction, even if it creates an overdraft for which you are responsible. The Service may debit any other account of yours or otherwise pursue collection against you related to the overdraft. All the terms of your Personal Deposit Account Agreement also apply.

O. ONLINE AND MOBILE BANKING GUARANTEE (For Consumer Accounts Only)

DIGITAL BANKING GUARANTEE: When you use Digital Banking with Santander, your money is protected against any online fraud or losses and we guarantee your bills are paid on time. You are protected against unauthorized online transactions as long as you take the appropriate steps to safeguard your account, check your statement regularly and notify us of any unauthorized activity promptly. With respect to BillPay, the Service also will bear responsibility for any late payment-related charges up to $50 should a payment post after its Due Date. This guarantee applies only if (i) the bill payment was scheduled in accordance with the terms of this Agreement (including subsections I through N of this section) and (ii) the bill payment does not otherwise violate the terms of this Agreement. The Service guarantee does not apply to payments described in Online and Mobile Banking Limitations, and Additional Provisions Applicable only to Consumer Accounts of this Agreement. This guarantee also does not apply to delay caused by a Biller's failure to post your payment in a timely manner or any other delay caused by circumstances beyond the Service's direct control. The Service may require you to provide satisfactory supporting documentation before reimbursing you.

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122530 06/2026

P. ONLINE AND MOBILE BANKING LIMITATIONS

1. BillPay payments can be made in any amount between $.01 and $99,999.99.
2. The limits for transfers are described in Section II-E of this Agreement.
3. You agree to have sufficient funds available in your account for the date any payment or transfer is scheduled. If you do not have sufficient funds in your account, we may refuse to complete the transaction or we may attempt to process the payment a second time. Regardless how many attempts we make to process your transaction, you will be assessed an insufficient or unavailable funds fee each time we attempt to process a transaction when there are not sufficient available funds to complete the transaction. If we are unable to complete a transaction because you do not have sufficient available funds, you are responsible for making an alternate payment arrangement.
4. Any payments or transfers you wish to pay through Digital Banking must be to a Biller or other recipient located in the United States. We reserve the right to restrict categories of Billers or other recipients to whom payments may be made using the service. You should not use Digital Banking to make:
    a. Tax payments.
    b. Court-ordered payments.
    c. Payments to settle securities transactions.
    d. Satisfaction of loan-payoff amounts.
    e. Timeshare payments.

    If you choose to use Digital Banking to make these payments, such payments must be scheduled at your own risk. In no event will we be liable for any claims or damages resulting from you scheduling these types of payments. THE DIGITAL BANKING GUARANTEE DOES NOT APPLY TO ANY OF THESE TYPES OF PAYMENTS.
5. ***Participation by Billers.*** Occasionally a Biller may choose not to participate in BillPay or may require additional information before accepting payments. We will work with these Billers to encourage them to accept an electronic or check payment from the bank.

If we are unsuccessful, or if we determine that the Biller cannot process payments in a timely manner, we may decline future payments to this Biller. In the unlikely event that this occurs, we will send you a notification through the secure BillPay Message Center after the third consecutive payment return.

Q. CANCELING PAYMENTS MADE THROUGH BILLPAY

You cannot cancel a bill payment once it has begun processing or has posted to your account, although bill payments that are still pending may be canceled or modified.

After you cancel a payment, the status changes to "Canceled." Canceled payments remain in your Payment History.

If you cancel one of your Automatic Payments three (3) or more Business Days before the transaction is scheduled to occur and we do not do so, we will be liable to you for losses and damages related to the canceled payment.

R. SANTANDER INVESTMENT SERVICES ACCOUNTS AND BALANCES IN DIGITAL BANKING

Your Santander Investment Services (SIS) retirement and non-retirement account balances can be viewed in online and mobile banking for personal banking customers in the account "Overview" section and within the "Investments" section. Your SIS Investment account balances in Digital Banking are as of the previous Business Day or the last Business Day when there was a change in your account value. In certain cases, balances held with product sponsors may not be reflected on these applications. In such cases, you should reference the product sponsor's accounts statements for current balances

You may need to contact your annuity provider to obtain the most updated balance information if the following takes place:

1. You decide to surrender the annuity and take the proceeds.
2. You decide to move your annuity to another firm or switch broker/dealers.

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122530 06/2026

3. You annuitize your investment and begin to take regular payments.
4. Your annuity carrier opts not to participate in networking.

Securities and advisory services are offered through Santander Investment Services, a division of Santander Securities LLC. Santander Securities LLC is a registered broker-dealer, Member FINRA and SIPC and a Registered Investment Adviser. Insurance is offered through Santander Securities LLC or its affiliates.

INVESTMENTS AND INSURANCE PRODUCTS ARE:		
NOT FDIC INSURED	NOT BANK GUARANTEED	MAY LOSE VALUE
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY		NOT A BANK DEPOSIT

III OTHER TERMS AND CONDITIONS

A. SERVICE HOURS AND AVAILABILITY

Digital Banking is available 365 days a year (366 in a leap year) and 24 hours a day, except during system maintenance and upgrades. Mobile Banking availability depends on the wireless network you use and may not always be available depending on your location.

B. CANCELING YOUR ONLINE AND MOBILE BANKING SERVICES

Your Digital Banking services remain in effect until they are terminated by you or by us. You may cancel your service at any time by notifying us of your intent to cancel in writing (mail to: PO Box 12646 Reading, PA 19612), or by calling the Customer Service Center at 877-768-2265.

This cancelation applies to your Online and Mobile Banking services only and does not terminate your Santander accounts. Prior to notifying us that you wish to discontinue the services, we strongly suggest that you:

1. Cancel any scheduled payments.
2. Cancel any automatic scheduled transfers.
3. Cancel any electronic bills and wait until you have received your first paper statement from the Biller.

C. CLOSING PAYMENT ACCOUNTS

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

D. BILLPAY ACCOUNT ACCURACY

It is your sole responsibility to ensure that the information in "Profile Management" section in the "Customer Service" tab (called "Profile" in Mobile) of Digital Banking is current and accurate. This includes, but is not limited to, name, address, phone number(s), and email address.

Changes can be made either within "Profile Management" section or by contacting the Customer Service Center. Furthermore, it is your responsibility to provide accurate and updated Biller account numbers and Biller information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Biller account or personal information, or do not have sufficient funds to satisfy the payment.

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E. CHANGES TO AGREEMENT

We may change the terms of this Agreement at any time. We will notify you of the changes as required by law. Your use of Digital Banking, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change. We may terminate your participation in the Digital Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

F. COMMUNICATIONS

You agree that we may send, by electronic communication, any information required to be sent to you in writing under Regulation E, the Electronic Fund Transfer Act, and any other applicable law and regulations. Electronic mail (email) is not a secure method of communication and we recommend that you do not send confidential information to us by email, unless you send us a message using the secure BillPay Message Center or another secure messaging function that we may make available within Digital Banking. If you elect to receive e-bills, reminders, or alerts, you acknowledge acceptance of these notifications, regardless of other marketing preferences you may have indicated at Santander.

G. COMMUNICATING WITH YOU

From time to time, Santander may send you email communications relating to Digital Banking products, features, services, and activation programs. We may also send you service-related or account-specific emails.

If your email address changes, please update your email address within Digital Banking or visit santanderbank.com/companyinfo/privacy.

H. TRANSFERS FROM MONEY MARKET OR SAVINGS ACCOUNTS

Withdrawals and transfers from your savings and money market savings accounts are limited. 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 repeatedly exceed these limits, we may close your account or convert it to another type of account that does not limit withdrawals, and it may be an account that pays less or no interest. If we elect to close or convert your account, we will notify you by mail immediately following the third statement period in which you exceed the limit within a rolling twelve (12) month period.

I. CONTACT BY SANTANDER OR AFFILIATED PARTIES

No Santander employee, nor any company affiliated with Santander, will contact you via email or phone requesting your User ID, password, and/or OTP. If you are contacted by anyone requesting this information, please do not provide any of this information and notify us immediately.

J. DISCLOSURE OF ACCOUNT INFORMATION

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

1. Where it is necessary to complete transactions or investigate transaction errors and verify transactions.
2. Where we have a third party provide services on our behalf.
3. In order to verify the existence and standing of your account(s) with us upon the request of a third party, such as a credit bureau, merchant, or Biller.
4. In accordance with your written permission.
5. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports.
6. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

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122530 06/2026

K. ACCOUNT STATEMENTS

We report your Digital Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including the payee, the date, and the amount of the transaction, as well as the check number will appear on your statement.

You have the option to select your statement delivery preferences. You can manage your statement delivery preferences at any time through Online or Mobile Banking. When enrolled in paperless, we will not send you a paper version of your statement by regular mail. You may incur a fee for selecting paper statement delivery, as disclosed in the Personal Deposit Account Fee Schedule. You will see paid checks electronically and will not receive printed copies or images of your checks. When agreeing to our Consent To Use Electronic Records and Signatures and Receive Electronic Communications and Disclosures "E-Sign Disclosure," you not only agree to receive your statement through Online or Mobile Banking, but also agree to receive certain notices that we sent with your statement through Online and Mobile Banking. We do reserve the right to send you notices and any other documents (including statements if necessary) by the United States Postal Service.

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

L. PRIVACY POLICY

By use of Digital Banking Services, you also agree to the terms of our Online Privacy Policy.

M. INDEMNITY

You acknowledge and agree that you are personally responsible for your conduct while using Digital Banking and, to the greatest extent permissible under Governing Law, agree to indemnify and hold us and our officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost, or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third-party claim or otherwise, in relation to your use of Digital Banking or the use of Digital Banking by anyone using your Card number, account number, PIN, User ID, or password, or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

N. GOVERNING LAW

This Agreement, and all Accounts and services described herein, are governed by:

a. Federal law, and
b. When not superseded by federal law, the law of the state where your Account is located.

How we determine where your account is located:

c. If you opened your Account at a branch, it will be assigned to the state where you opened the Account.
d. If you opened your Account online or by other remote means, and you reside in a state where we have branch offices at that time, the Account will be assigned to that state.
e. If you reside in a state where we don't have a branch, your account will be assigned to Delaware.

O. ADDING OR CHANGING ACCOUNT TO PAY SANTANDER CREDIT CARD

When adding or changing an account to pay a Santander credit card online, Santander will verify that you are an owner or an authorized signer on this account and that this account is active.

It will take one (1) business day to verify this payment account. If Santander cannot verify the account, we will notify you at your primary email address or via SMS text that we have removed this payment account and that any credit card payments scheduled from this account will be canceled.

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IV ADDITIONAL PROVISIONS APPLICABLE ONLY TO CONSUMER ACCOUNTS

A. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

If you think your statement is wrong or if you need more information about a Digital Banking transaction listed on the statement, call our Customer Service Center at 877-768-2265, or write us at Santander, Attention: Digital Banking, PO Box 12646 Reading, PA 19612, as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with all of the following information:

1. Your name and account number.
2. A description of the error or the transaction you are unsure about, explaining as clearly as you can why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or questions in writing within ten (10) Business Days to the above address.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If more time is needed, it may take up to forty-five (45) days to investigate your complaint or question.

If additional time is needed, your account will be credited within ten (10) Business Days for the amount you think is in error, while the investigation is pending.

If we require your written confirmation and do not receive your complaint or question in writing within ten (10) Business Days, we may not credit your account. We may also not credit your account if the primary purpose of a transaction was to purchase securities or commodities regulated by the Securities and Exchange Commission or the Commodity Futures Trading Commission.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the documents we use in our investigation. If we credited your account, you must repay us if we conclude no error has occurred.

B. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

If you believe your password has been lost, stolen, or compromised or that someone has transferred or may transfer money from your account without permission, call our Customer Service Center at 877-768-2265, or write to us at Santander, Attention: Online & Mobile Banking, PO Box 12646 Reading, PA 19612.

If you telephone us, we may require you send us written confirmation of your notice to be received by us within ten (10) Business Days of your phone call. You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary in order to assist us in resolving your claim or dispute.

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

1. If you contact us within two (2) Business Days of the loss or your discovery of the loss, you can lose no more than $50.00 if someone illegally gained access to and used your password without your permission.
2. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.00.

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122530 06/2026

3. Also, if your monthly statement shows transactions that you did not make and you do not contact us within sixty (60) days after the statement was mailed (or electronically submitted) to you, you may not get back any money lost after the sixty (60) days if we can prove that you're contacting us would have prevented the losses.
4. If a good reason, such as a trip or an extended hospital stay, kept you from telling us, we will extend the above time periods.

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

If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for certain damages ultimately caused by our failure unless:

1. There are insufficient funds in your account to complete the transaction through no fault of ours.
2. The account has been closed.
3. The funds in your account are unavailable.
4. The funds in your account are subject to legal process.
5. The transaction you requested would exceed the funds in your account plus any available overdraft credit.
6. Your password has been reported lost or stolen, or your service privileges have been suspended.
7. We have reason to believe the transaction requested is unauthorized.
8. The failure is due to an equipment breakdown, which you knew about when you started the transaction.
9. The failure is due to a loss of power or Internet connectivity during your session when you were not provided, or did not record, your transaction confirmation number.
10. The failure was caused by a fire (or some other catastrophe), an electrical or computer failure, or another cause beyond our control.
11. You attempt to complete a transaction using the service that is not a permissible transaction.
12. The transaction would exceed security limitations on the use of the service.
13. You have not given us complete information or properly followed our procedures on how to complete a transaction.

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

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER, APPLICATION, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES, OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT DIGITAL BANKING AND ALL INFORMATION, SOFTWARE, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR

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122530 06/2026

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WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

V ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS

A. WHO MAY SIGN UP FOR AND USE THE ONLINE AND MOBILE BANKING SERVICES

Digital Banking may only be requested and used by the authorized signers of the business. Authorized signers are those individuals who have been appointed to act on behalf of the business and whose names and signatures are on the physical signature card. Each authorized signer may only access those accounts on which he or she is an authorized signer.

Digital Banking with BillPay is established under the name of the authorized signer. When logging in to the service, the user will see his or her own name in the "Welcome" areas, not the name of the business. Additionally, payments scheduled through the BillPay service will bear the name of the signer. To avoid posting issues with your payment, you should, in all instances, include the business name in the "Payment Note" area. Also, note that any authorized signer may transfer funds from your account to his or her personal account unless you ask us not to permit these transfers. If we see your account is a business account, we may also prohibit transfers to personal accounts.

B. PROTECTING YOUR USER IDENTIFICATION AND PASSWORD

You agree to: 1) keep your User ID and password secure and strictly confidential; 2) immediately notify us of any change in status, or authority, of any authorized signer on record with the bank; and 3) immediately notify us and select a new User ID or password if you believe your User ID or password may have become known to or used by an unauthorized person. The bank will have no liability to you for any unauthorized payment or transfer made using your User ID or password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your use of Digital Banking without notice from you if we suspect you're User ID or password is being used in an unauthorized or fraudulent manner.

C. WHAT PROVISIONS OF THIS AGREEMENT APPLY

If you are a business customer, all of Section IV and the subsection titled "Disclosure of Account Information" in Section III J do not apply to you.

We do not charge a service fee for the use of Digital Banking. However, some services offered through Digital Banking, such as stopping payment on a check, may incur additional service fees. See our Personal Deposit Account Fee Schedule for other fees and charges.

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D. COMMUNICATIONS

You agree that we may send notices and other communications to the current address shown in our records. You further agree that Santander will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

VI MOBILE CHECK DEPOSIT

A. DESCRIPTION OF SERVICE

The Mobile Check Deposit service is only available within our Santander Mobile Banking Application when you install it on certain devices (including but not limited to smartphones and tablets) to capture electronic images of the front and back of certain checks and to then deposit those checks into the accounts you select. We reserve the right in our sole discretion to change, modify, add, or remove portions from our Mobile Check Deposit service or to modify and update this Agreement. By continuing to use of the Mobile Check Deposit service, you are accepting any changes, updates, or modifications to the Mobile Check Deposit service or this Agreement. We reserve the right to suspend, terminate, or discontinue the Mobile Check Deposit service, in whole or in part, at any time without prior notice to you.

B. ELIGIBILITY

In order to use this service, you must be an owner on the account into which you are depositing the check or someone authorized to make deposits to the account on behalf of the owner. Mobile Check Deposits can be made to personal checking and savings accounts, including money market savings accounts, but not to Certificate of Deposit (CD) accounts or any account in your Individual Retirement Account. We may terminate your use of Mobile Check Deposit and/or close your account at our discretion if you violate any of the terms of this Agreement or if checks you deposit using our Mobile Check Deposit service are repeatedly returned to us unpaid. Subject to the Restrictions set forth in Section D below, you may deposit personal checks, business checks and cashier's checks. Additionally, only checks drawn on a bank in the U.S. and payable in U.S. currency will be accepted through Mobile Check Deposit. You cannot deposit any check drawn on the account into which the check is being deposited. We may change the types of checks we accept through Mobile Check Deposit or limit your ability to deposit certain types of checks, at any time, without prior notice to you if required for security reasons.

C. HARDWARE AND SOFTWARE REQUIREMENTS

To utilize this service, you must be enrolled in our Digital Banking service. You must also download our Mobile Banking App. Your device must have the ability to capture images of sufficient quality in order to complete a deposit, and we reserve the right to reject any check you try to deposit if the image of the check does not meet our standards. You are responsible for all costs of using our Mobile Check Deposit Service and operating your device, including any cellular and internet service charges.

D. RESTRICTIONS AND OTHER REQUIREMENTS

When using Mobile Check Deposit:

- You may only deposit original checks payable to you or, if the account into which the check is being deposited has more than one owner, payable to some or all of the owners of the account, but not to anyone else.
- You must endorse the check with your signature and "For Mobile Deposit Only" on the reverse of the check.
- Under no circumstances are you permitted to transfer the check to anyone or to negotiate a check (the original item, substitute check, or any image or copy thereof) you have deposited using Mobile Check Deposit a second time with us (whether through Mobile Check Deposit, at a branch, at an ATM, or through any other method of deposit) nor are you permitted to negotiate the same check with any third party, including another bank, check cashing entity, or other financial institution.

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122530 06/2026

- You must scan the front and back of each check to be deposited and thereby capture the image of the front and back of each check and any other required data from each check and transmit the images to be deposited and all other required data and information. The images of the check transmitted to us through Mobile Check Deposit must be entirely legible, as determined in our sole discretion. Each image of the check must be such quality that all information on the front and back of the check is clearly legible and understood by sight review of such image, including but not limited to the amount, payee, signature of the person who wrote the check, date of the check, check number, the MICR line and any information identifying the drawer and the paying bank, the endorsement on the back of the check, and all other information placed on the check prior to the time that an image is captured;
- You will keep the original check for a minimum of fourteen (14) days after submitting the images for deposit and when the check is no longer needed, you will destroy the original check in a secure manner, such as shredding it.
- You must store the original check in a secure location and take steps to ensure that no unauthorized person can access the original check.
- You will not deposit ineligible items, such as traveler's checks, checks in foreign currency, USPS Money Orders, U.S. Government Orders, National Cash Money Orders and Western Union Money Orders, or savings bonds. You agree that we may, in our sole discretion, amend the list of ineligible items from time to time. If you deposit an ineligible item, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) we may incur associated with any warranty, indemnity or other claim related thereto.
- You will not deposit duplicate checks or check copies (fees may apply, review your fee schedule for more details). You will not (i) transmit or deposit any check with Mobile Check Deposit more than once; (ii) transmit or deposit any check that was previously presented to us or another financial institution through any means; (iii) create duplicate images of any check; (iv) transmit or deposit any duplicate image to us; or (v) deposit or otherwise negotiate the original of any check of which a Mobile Check Deposit image was created.
- You will not deposit any check that had previously been returned unpaid.
- You will only submit items that contain machine-readable MICR data at the bottom of the check.
- You will cooperate with us during any investigation of transactions, including disputed or unusual items, and if necessary, you will provide upon request any originals or copies of items in your possession and any records relating to checks you submitted for deposit.

E. LIMITS

We may place limits on the amount, number, or type of checks you deposit using Mobile Check Deposit. You will be notified of such limits on screen when you use the Mobile Check Deposit feature, except that advance notice may not occur if the limits are imposed for security reasons. If you attempt to make a deposit in violation of these limits, we may accept or reject the Mobile Check Deposit at our discretion. If we accept a deposit that exceeds the established limits, it is still subject to this Agreement.

F. FUNDS AVAILABILITY

The checks you deposit using Mobile Check Deposit are not considered received by us until we have sent you a message confirming that we have received your deposit. If we receive and accept a deposit before 10:00 p.m. ET, we consider that day to be the day of your deposit. If a deposit is received after our cut-off time or on a day that is not a Business Day, such as on a weekend, we will consider the deposit to be made as of the next Business Day we are open. Checks deposited using Mobile Check Deposit will be available in accordance with the Funds Availability Policy in our Personal Deposit Account Agreement and availability of such funds may vary from rules applicable to in-person or ATM deposits. You agree that items submitted using Mobile Check Deposit are not subject to the funds availability requirements of the federal law known as Regulation CC.

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G. COMMUNICATIONS

You agree to provide an email address that will be used for notifications regarding the status of your deposits made through Mobile Check Deposit. With your consent, certain disclosures may be provided by email. You agree that you will, if we ask, provide a current and valid email address and that you will tell us immediately if your email address changes. If you change your email address, you must notify us by updating your email address in Digital Banking, by calling our Customer Service Center, or by visiting a branch. If we deliver disclosures to you using the information we have on file, you will be deemed to have received the disclosures, even if our message is returned to us by an Internet service provider as undeliverable, for example.

H. FEES

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

I. LIABILITY

You are solely responsible for any check you deposit, whether through Mobile Check Deposit or using another means we make available to you. If you violate the terms of this Agreement or if a check is returned to us unpaid, regardless of when that check is returned and regardless of the reason for the return, we reserve the right to debit your account for the amount of the check. You should take extra care when depositing a check from a person or business you do not know.

We will not be liable to you for any losses or damages other than those caused solely and directly by our gross negligence or willful misconduct. Our liability will never exceed your actual damages. We are not liable for any indirect, special, or consequential damages you may incur.

You acknowledge that the service is provided to you 'as is' and your use is at your own risk.

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

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

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