

# Openbank by Santander Personal Deposit Account Agreement

# Personal Deposit Account Agreement

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# Personal Deposit Account Agreement

## WELCOME

Thank you for opening your account with Openbank by Santander, a division of Santander Bank, N.A. ("Openbank" or "Openbank by Santander," "we," "our," or "us"). We are committed to doing all we can to make your banking experience simple and convenient. You ("you," "owner," or "Customer") 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 representatives are also 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 833-833-8305.

### What is the Openbank by Santander Personal Deposit Account Agreement?

The Openbank by Santander Personal Deposit Account Agreement ("Openbank PDAA," or the "Agreement"), as may be amended, supplemented or modified from time to time is the agreement that governs each personal deposit Account you have opened with us through, or in connection with the Openbank by Santander Application (mobile or web-based) ("Openbank Account(s)," "Openbank by Santander Account(s)," or "Account(s)"). This Openbank PDAA does not apply to, nor affect Santander Bank deposit account opened outside of Openbank by Santander (including those opened with Santander Bank, N.A. in a retail branch), digital banking agreement or any other agreement you may have entered into for any other financial product offered by Santander separate from the Openbank Application; provided the Openbank PDAA may be amended or supplemented by such agreements.

By consenting to terms and conditions upon opening an account, providing an electronic signature on a signature card or satisfying any alternative method to satisfy signature card requirements, or submitting an Openbank Account application, or by using any of our Openbank Account services, you, authorized agents and anyone else identified as an owner of the Openbank Account agree to abide by the terms in this Agreement. This 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 Openbank Personal Deposit Fee Schedule (defined below), Privacy Notice, Addenda, Digital Bank Deposit Account Interest Rate Information, Important Information About Your Openbank Certificate of Deposit (if and when such time deposit products become available and subject to certain eligibility requirements), 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 Openbank relationship with us has a separate agreement and there is a conflict between the terms of this Agreement and such specific agreement, the terms of the specific agreement will govern.

### What Law Governs Your Account?

This Agreement, and all Account 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.

Account Location:

For Openbank by Santander Account customers, this table illustrates how we determine Account Location for governing state law purposes with respect to your Openbank Account(s) (to the extent federal law does not pre-empt such law).



If when you opened your Openbank Account you resided here:	Then the governing state law will be:
Connecticut	Connecticut
Delaware	Delaware
Florida	Florida
Massachusetts	Massachusetts
New Hampshire	New Hampshire
New Jersey	New Jersey
New York	New York
Pennsylvania	Pennsylvania
Rhode Island	Rhode Island
Any other U.S. state or District of Columbia	Massachusetts

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

## A. GENERAL ACCOUNT TERMS

### 1. DEFINITIONS

Important terms used throughout this Agreement:

**Openbank Account or Account** means the personal deposit account products offered through the Openbank Application and which you have opened with us for personal, family, or household purposes (including but not limited to Digital CDs, except where specifically indicated or the context would dictate otherwise).

**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 or withdrawal. Certain pending Items, such as pending transfers, 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 any debit card that may be issued by Openbank by Santander.

**Debit Card Purchase** means a purchase you make using any Openbank by Santander-issued Debit Card.

**Digital Banking Agreement** means the Openbank by Santander Digital Banking Agreement which governs your use of the Openbank Application in connection with your Accounts.

**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 Openbank by Santander Personal Deposit 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(s).

**Santander ATM** means an ATM that displays the Santander name and is located in the fifty (50) United States and the District of Columbia.

**Openbank Digital Bank Application or Digital Bank Application** means the mobile-installed or web-based application made available by Santander Bank N.A., through which Openbank Accounts may be applied for and administered by Openbank customers.

**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 co-extensive with a calendar month or 30 days in length.

**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.

**Trusted Device** means a cell phone (iPhone or Android) or other device which is associated with a phone number registered to your name, and which is connected to your Openbank by Santander Account and the Openbank Application where such device has been verified in accordance with the procedures and requirements established by us within the Openbank Application, as they may change from time to time.

**You** and **your** mean each Account owner and/or their respective agents 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 (or its digital/electronic alternative presented to you within the Openbank by Santander Application) when you open an Openbank Account, and thereby consent to the terms and conditions presented to you at account opening. If more than one (1) person opens a Openbank Account (or is included as a joint owner of such Openbank Account(s)), each of you must complete and sign, written or electronically, our signature card (or satisfy the requirements of its digital/electronic alternative presented to you within the Openbank Application). We expressly reserve the right to present a digital/electronic signature card alternative to you to satisfy the signature card requirement, which identifies the owners of, and authorized signers for, your Openbank 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 Openbank Account at any time. If and when the capability becomes available (subject to our sole discretion) for a Openbank Account to be opened by you on behalf, or for the benefit of a beneficial owner of the funds in the Openbank Account (for example, as an agent, custodian, guardian or in some other capacity for the benefit of others) and such Openbank 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 providing instructions and specifying the additional 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 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](mailto: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 consent, 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**

Openbank by Santander is a division of Santander Bank, N.A., and is the provider of the Openbank Application and the financial products offered within, or in connection therewith, including Openbank by Santander Accounts. Accordingly, and subject to other applicable provisions with this Agreement, deposits held within Openbank by Santander and Santander Bank, N.A. are combined and are *not* separately insured for FDIC insurance purposes. You as depositor are solely responsible for understanding how FDIC insurability rules apply to your Account(s) and Santander cannot bind itself or FDIC, or deliver any guarantee, as to any FDIC insurability determination.

#### *WHO CAN OPEN OPENBANK BY SANTANDER ACCOUNTS WITH US?*

##### **Account Eligibility**

In addition to other requirements stated herein, you must be at least 18 years of age to open an Openbank Account. In addition, we do not permit an owner of a Santander deposit account opened outside of the Santander Digital channel to open an Openbank Account, and we may from time to time limit the number of Openbank Accounts per approved customer. 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.

## **Citizenship, Residency, and Address Requirements**

At this time, Openbank requires applicants for a deposit account to hold U.S. citizenship or legal permanent residency in the U.S., and maintain a residential and mailing address in any U.S. state (except for CT, DE, MA, NH, NJ, NY, PA, RI), District of Columbia, or any US Armed Forces installation overseas before being approved for a new Account. If these conditions are not met, we will decline your application or close your account.

## **Minimum Account Funding Requirements; Initial Account Funding**

Except as may be otherwise indicated depending on the Account type or other factors, as a condition of opening an Openbank Account, you will be expected to fund the Account with a minimum total deposit amount either at account opening or over a certain period of time thereof ("Minimum Opening Deposit"), and consistent with our rights to close any account, we reserve the right to close an account that does not meet this Minimum Opening Deposit. You may initially fund your Openbank Account by (i) Inbound External Transfer (as defined in the Digital Banking Agreement)/ ACH debit; or (ii) wire transfer from an account owned by you and held by Santander or an external financial institution; or by (iii) other methods as may be available from time to time. To understand the Funds Availability schedule applicable to any acceptable deposit method for your Account(s), please refer to the Funds Availability Policy set forth in this Agreement. Further, as set forth more specifically in the Digital Banking Agreement, transaction limits, restrictions or conditions may apply to the account at the other financial institution from which you fund your Account(s) or otherwise conduct External Transfers (as defined in the Digital Banking Agreement) – we are not responsible for any delays, including any transaction fees, costs or other expenses that may be caused or assessed by such external financial institution.

## **Trusted Device**

To obtain the full value and utility made available through use of the Openbank Application and your Openbank Accounts, we require you register a Trusted Device within the Openbank Application. If you fail to do so, certain features or services may not be available to you, including essential verification or authentication methods. In addition, without a Trusted Device, you would not receive important notifications regarding your Openbank Accounts, including information concerning new features, products, services or important account notices and warnings.

## **WHO CANNOT OPEN PERSONAL ACCOUNTS WITH US?**

In addition to any other restrictions, limitations or prohibitions set forth in this Agreement or under applicable law, regulation or rule applicable to Santander, you may be restricted in the number of, or not entitled to open an Openbank Account under this Agreement based on whether you are already a current or former customer of Santander Bank, N.A., or other limitations, or if you are a corporation, unincorporated association, partnership, limited liability company, incorporated nonprofit organization, or sole proprietorship. We reserve the right to close your Openbank Account if we discover that you are not eligible for an Openbank Account. Other Santander accounts not opened via the Digital Bank Application or in accordance with this Agreement are governed by their respective agreements, which may include the Santander Personal Deposit Account Agreement or 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 or 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 Openbank 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

#### (a) Unavailability of Branch-Based Services for Openbank Accounts

The primary means of accessing your Openbank Account is the Openbank Application installed on your Trusted Device or web browser at [openbank.us](https://openbank.us). You will not be able to obtain account-specific information or transact upon your Openbank Account(s) at any Santander Bank, N.A. physical branch location or at any Santander ATM. We will inform you if and when any degree of access to branch services becomes possible. The availability of any increased or expanded accessibility with respect to your Openbank Account(s) is within our sole discretion.

#### (b) Deposits and Withdrawals

*Generally* – You may make a deposit into your Openbank Account by any method we make available via the Openbank Application. You may also arrange for recurring deposits, such as Direct Deposits, to be made electronically to your Openbank Accounts. We may make certain other deposit or transfer methods available to you from time to time, in our sole discretion.

In addition to any applicable terms or conditions set forth within the Digital Bank Agreement, you agree not to use any mobile check deposit capability offered through the Digital Bank Application or otherwise to deposit a check drawn on the same Openbank Account into which the check is being deposited, if and when applicable. You also agree not to attempt deposits by ATM, mobile banking check deposit (unless such time as we notify you that this will be available to you), or by mail (whether drawn on a foreign bank and/or denominated in U.S. dollars or otherwise). We may refuse a deposit, limit methods of deposit, the amount of a deposit, or return all or a portion of any deposit. We are not responsible for any deposit you mail to us or otherwise attempt to convey or courier to us, which is not acceptable for Openbank Accounts under this Agreement, as may be amended from time to time. For acceptable mobile bank check deposits, we will forward any Items you deposit for collection to the bank on which the Items are drawn. We may give you provisional credit for any Item you deposit, which we may revoke at any time if we do not receive final payment for that Item. All deposits to your Openbank Accounts, regardless of how made, are subject to verification, final payment, and our Funds Availability Policy.

*No Cash Deposits* - No cash deposits to your Openbank Account(s) will be permitted, until such time as we may make such deposit method available to you in our sole discretion.

*Mobile Check Deposit* - At this time, mobile check deposit will not be available. At its sole discretion, Santander may make a mobile check deposit feature available for Openbank Account(s) within the Digital Bank Application at a future date.

*No Cash Withdrawals* – No cash withdrawals from your Openbank Account(s) will be allowed. Withdrawals can be made by any withdrawal method we make available to you within the Openbank Application.

*No Electronic Check Conversion or Paper Drafts* – Your Openbank Account is not a checking account and does not have check writing privileges, whether by paper draft or electronic check. You acknowledge and agree that you cannot authorize merchants or other third-party payees to make ACH debit entries or other electronic payments from your Openbank Account using an account and routing number, or information purportedly obtained from a blank or voided check. If any checks are created in contravention of this prohibition, Openbank will consider them null and void, and will be under no obligation to pay any such Item or instrument. At a future date, Santander may make checking accounts and/or check writing privileges available in connection with Openbank Accounts, subject to its sole discretion.

*Withdrawal Limits* – Generally, we do not limit the number of withdrawals and/or transfers out of your Openbank Account(s) per Service Fee Period, although we may opt to require advance written notice for withdrawals from savings accounts if applicable, as set forth elsewhere in this Agreement or any amendment hereto, including but not limited to the section entitled Accounts with Withdrawal or Transfer Limits Agreement.

*No Overdrafts* – Your Openbank Account is designed to not allow, or pay, any overdrafts on your behalf, except that it may be subject to a negative balance for other reasons, including but not limited to any necessary adjustments (errors, returned credits or deposits) or satisfaction of fees owed to us as set forth in the Openbank Personal Deposit Fee Schedule. If your Openbank Account balance becomes negative, you will be expected to promptly repay the negative balance to bring your Account to a



zero or positive balance. Lastly, you agree to be liable for any negative balance or overdrawn amount, including any applicable, assessed Openbank Account fees which may set forth in the Fee Schedule.

*Applicability of NACHA Rules* – Automated Clearing House (ACH) Services provide a method of processing electronic transactions, including ACH debits, ACH credits, or both ACH debit and credit transactions (collectively, “ACH Transactions”) to your Openbank Account(s), which include External Transfers (as defined in the Digital Bank Agreement). You acknowledge and agree that each ACH Transaction under this Agreement is subject to The Electronic Payments Association’s Operating Rules and any local ACH rules (collectively referred to herein as “NACHA Rules”). Further, you agree to comply with, and be bound by the NACHA Rules, as these may be amended from time to time. You also acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Rules and may either debit or credit your account as instructed by the originator of the ACH Transaction. ACH entries originated or received on your behalf may be transmitted through one or more ACH transactions. In addition to the NACHA Rules, your rights and obligations regarding these transfers are governed by applicable law.

**(c) How We Calculate Interest on Your Account**

- (1) The interest rate and annual percentage yield (“APY”) on all interest-bearing Openbank Accounts may change at any time after the Account is opened. When you open an Openbank Account, we will provide you with an Openbank Deposit Account Interest Rate Information form stating the current interest rate and APY for your Openbank Account. While the Openbank 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 to you.

When Certificates of Deposit are made available and opened within the Openbank Application (“Digital CD”), the interest rate and APY on Digital CDs will not vary for the term of the Account. The APY on a Digital CD assumes that no withdrawals of principle or interest are made before the maturity date. Any such withdrawals will reduce the amount of interest you earn on your Digital CD. We will charge your Digital CD an early withdrawal penalty if you withdraw any portion of the principal of your Digital CD 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 Openbank Accounts (savings, checking, money market)	Monthly	Monthly
Digital Certificates of Deposit (Digital CDs)	Daily	Monthly

For Digital CDs, specific details on Compound Interest, crediting of, or interest payments and other specific information or terms and conditions are set forth in the IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT document (“CD Disclosure”) when your Digital CD is opened or renewed. The terms of the CD Disclosure, if different from this Agreement, shall govern with respect to your Digital CDs.

(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, cash deposits begin to earn interest on the Business Day we receive credit or funds for the deposited amount, and on the Business Day we make funds available under our Funds Availability Policy in the case of non-cash deposits. Interest on deposits to your Digital CD begins to accrue on the calendar day you make your deposit and we have received payment for such deposit.

We reserve the right not to pay interest on any deposited item or 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 Openbank Account. If you have a Digital CD, we may permit you to have your interest added to the principal balance of your Digital CD, credited to your Openbank Account or credited to another account; provided the availability of any of the foregoing disbursement options within the Digital Bank Application shall be at our sole discretion. If you close your Openbank Account before interest is credited, we may not pay you that interest.

(6) The "Statement Period" is the period of time we use to calculate the interest that is credited to your Openbank Account. The "Interest Paid this Period" is shown on your Account statement in the transaction description that accompanies the actual interest credit. For Openbank Accounts, we credit interest to your Account on the last Business Day of the Statement Period.

**(d) Fees and Charges**

You agree to pay all fees and charges applicable to your Openbank Accounts, as set forth in the applicable Openbank by Santander Personal Deposit Fee Schedule. All Openbank Account Fees will be automatically deducted from your Openbank Account(s) and may result in your Openbank Account(s) 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 Openbank Personal Deposit Fee Schedule. Openbank Account Fees and our Openbank Personal Deposit Fee Schedule are subject to change. You may contact a Santander Representative for more details via the Digital Bank Application or through other contact methods we may make available to you.

**(e) Delivery of Periodic Openbank Account Statements and Notices**

**(1) Periodic Statements**

You will receive monthly statements for your Openbank Account(s), reflecting account activity for each Statement Period. We will do the same with respect to notices regarding your Account. Periodic statements for your Santander Digital checking Accounts, savings Accounts, money market savings Accounts and Digital CDs (subject to this Agreement) for each

Statement Period as well as account notices will be made available to you within the Openbank Application where they will be available to view, download and print – they will not be mailed to you in paper form. If you require a copy of any statement, disclosure, notice, communication, or other document, we may charge you a fee per copy (unless prohibited by law) for any specific document, as disclosed in the Openbank E-Sign Consent and Openbank Personal Deposit Fee Schedule. Any periodic statement or notice we make available to you within the Openbank Application will be deemed delivered to you when we make it available therein, regardless of whether you view or acknowledge receipt of any email, text or push notification we send to make you aware any such statement has been made available.

When an Account has more than one (1) owner, although we may deliver or make available Account statements and notices to both owners, we are not required to do so and we may provide such Account statements or documents to only one (1) owner. If we provide notice to one owner, the owner receiving this information is responsible for sharing copies of the information with other owners or such other owners should access and Account statement or document on their own via the Openbank Application.

## **(2) 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 Openbank Account statement promptly and carefully
- Notify us promptly, but not later than thirty (30) days (or within such other period as may be permitted with respect to certain transactions under applicable law or this Agreement) after we have made your Openbank Account statement available to you, of any errors on the statement, including any item or Item listed on the statement that you did not authorize, or that appear altered or otherwise in error
- Notify us within six (6) months after we have made your periodic statement available to you if you identify any unauthorized, missing or altered Endorsements on your Items.

There are different time periods for notifying us of errors on substitute checks and electronic funds transfers. See the "Substitute Checks And Your Rights" and the "Electronic Banking" sections of this Agreement. Please see the section entitled "In the Case of Errors or Questions Concerning your Electronic Transactions" within the Electronic Banking section set forth in this Agreement to understand the investigation process (and other details) pertaining to errors concerning electronic funds transfers and your Openbank Account(s).

## **(f) How Can You Make Withdrawals from Your Account?**

In addition to other terms or conditions applicable to Openbank Account withdrawals within this Agreement, you may make withdrawals from your Openbank Account up to the Available Balance by any means that we make available to you. We may refuse any withdrawal request or transaction exceeding the available funds in your Openbank 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. Your Available Balance does not include Items that have not posted to your Openbank Account.

### **(1) WHEN MAY WE DELAY OR REFUSE A WITHDRAWAL REQUEST?**

In addition to any other terms or conditions applying specifically to certain transaction types, i.e., ACH Transactions, Wire Transfers, before allowing a transaction, we may request that you provide us with identification, authorization, documentation, or other information that we deem necessary, or which may be required by applicable law, regulation, operating rules or other requirements. We may refuse a withdrawal transaction 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.

### **(2) ARE THERE SPECIAL RULES IF YOU WANT TO MAKE A LARGE CASH WITHDRAWAL OR DEPOSIT? (RESERVED)**



### (3) ACCOUNTS WITH WITHDRAWAL OR TRANSFER LIMITS

Except as otherwise stated in this Agreement, the Openbank Digital Banking Agreement or other terms and conditions applicable to your Openbank Account(s), we will not limit the number of withdrawals or transfers out of your Openbank Accounts.

You agree not to withdraw funds from any Digital CD until the maturity date set forth within the applicable CD Disclosure. Withdrawals from Digital CDs prior to their maturity dates may be permitted subject to our sole discretion and any applicable terms or conditions in this Agreement or the applicable CD Disclosure, including but not limited to any early withdrawal penalty.

#### **(g) 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 Openbank Account. We may refuse, freeze, reverse, or delay any specific withdrawal, payment, transfer of funds or other transaction to or from your Openbank Account, or we may remove funds from your Openbank Account to hold them pending investigation, including in one (1) or more of the following circumstances:

- Your Openbank 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 Openbank Account from removing funds from it
- We receive conflicting information or instructions, or we require additional information, regarding Openbank Account ownership, control, or activity
- We suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you may have authorized the transaction(s)
- We suspect that any transaction may involve illegal activity or may be fraudulent
- Any owner of an Openbank Account owes us money that is due and payable
- Our equipment or systems are malfunctioning, or an error has occurred with respect to a credit, debit or other transaction and an adjustment, reversal or correction is necessary to correct such error
- Any owner has pledged the Openbank 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 any laws, rules, or regulations; or
- We reasonably believe that doing so is necessary to avoid or mitigate a loss or reduce risk to us

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

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

#### **(h) Checks**

##### **(1) ENDORSEMENTS AND SIGNATURES**

##### **WHAT ARE OUR ENDORSEMENT REQUIREMENTS?**

Until such time as we make other check deposit methods available, Mobile Check Deposit shall be the exclusive method for check deposits into your Openbank Accounts to the extent we have made it available, within our sole discretion. In addition to

other Mobile Check Deposit terms and conditions set forth in the Digital Banking Agreement, 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 via Mobile Check Deposit does not have your Endorsement or you have not followed all Endorsement or other instructions set forth in this Agreement, the Digital Banking Agreement or other agreements applicable to your Openbank Accounts or Mobile Check Deposit, we reserve the right to reject such check or Item for deposit. You agree to confirm the endorsement of any other payee if we ask. We may place a hold on the item you deposited until we receive the confirmation. If you fail to confirm within the time period we specify, we may deduct from your Account the amount of the deposited check and issue a new check in the names of the original payees or in the name of the maker of the check.

#### CAN YOU MAKE RESTRICTIVE ENDORSEMENTS OR NOTATIONS ON CHECKS?

You agree not to place any conditional or restrictive Endorsement (except as may otherwise be required for Mobile Check Deposit under this Agreement, the Digital Banking Agreement or other terms and conditions governing Mobile Check Deposit), 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 prohibited by this Section. 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? (RESERVED)

#### HOW WILL WE DEAL WITH STALE CHECKS? (RESERVED)

#### HOW WILL WE DEAL WITH POSTDATED CHECKS? (RESERVED)

#### HOW DO WE TREAT FACSIMILIE SIGNATURES/ENDORSEMENTS?

If you use a stamp or other device to imprint a facsimile of your signature or Endorsement on your checks, withdrawal slip, or other form, you are solely responsible for the use of the stamp or other device. Any deposited check via Mobile Check Deposit that appears to contain your stamped or facsimile Endorsement will be treated as if you had actually endorsed it.

#### (2) CHECK CONVERSION (RESERVED)

#### (3) WHAT IS THE ACCEPTABLE FORM FOR YOUR CHECKS?

Your Openbank Accounts will not have any check writing capabilities until such time as we may make it available to you, in our sole discretion. You agree not to attempt to use any checks, drafts or any other instrument whether created by you or any third-party. If you attempt to create or issue any check drawn on your Account(s), we will not be responsible to you or any third party for not paying the item or for any other losses or liabilities that arise (directly or indirectly) from your failure to adhere to this Section or this Agreement. Further, and in addition to Section IV (Mobile Check Deposit) in the Digital Banking Agreement, we may refuse to accept for deposit any checks that we cannot process or photograph using our customary equipment.

#### (4) SECURITY

You must safeguard your checks (once made available for use in connection with Openbank Accounts, at our sole discretion), 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.

(5) CASHING CHECKS (RESERVED)

**(i) Posting Order**

After each BUSINESS DAY ends, we process and post deposits, credits, 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 will 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 (if/where applicable)	How are They Processed?
1 <sup>st</sup>	<ul style="list-style-type: none"><li>• All deposits, including direct deposit, and ACH credits (including Inbound External Transfers)</li></ul>	<ul style="list-style-type: none"><li>• We will order your deposits from highest to lowest first</li><li>• The type of deposit determines the availability of the funds</li><li>• Please refer to the "Funds Availability Policy" section of this Agreement</li><li>• 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</li></ul>
2 <sup>nd</sup>	<ul style="list-style-type: none"><li>• ATM cash withdrawals</li><li>• Debit Card purchases that only occur one-time (i.e., buying a cup of coffee)</li><li>• Debit transactions through a teller in a branch (including cashing a check)</li><li>• Account transfers</li></ul>	<ul style="list-style-type: none"><li>• The transactions in this group will be posted based on the date and time made. If we do not receive the date and time for the transaction, we will sort lowest to highest dollar amount, after date and time stamped transactions are posted</li></ul>
3 <sup>rd</sup>	<ul style="list-style-type: none"><li>• Wire Transfers, Automatic Santander loan payments. This category includes loan, line of credit and credit card payments to your Santander credit accounts.</li><li>• Recurring Debit Card purchases (such as a gym membership)</li></ul>	<ul style="list-style-type: none"><li>• The payments in this group are processed from the lowest to highest dollar amount</li></ul>

Posting Order Group	Types of Transactions (if/where applicable)	How are They Processed?
4 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Checks</li> <li>• ACH payment transactions</li> <li>• Bill payments made within the Digital Bank Application</li> </ul>	<ul style="list-style-type: none"> <li>• We will sort and order checks, ACH, Openbank Application payments and transfers, and other pre-authorized debits from lowest to highest dollar amount</li> <li>• Automated Clearing House (ACH) payments are payment requests we receive electronically from another bank. We debit the amount of the payment from your account and send the funds electronically to the bank that requested the payment. ACH payments are used to pay things like your loans and your utility bills<sup>s</sup></li> </ul>
5 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Monthly Openbank Account Fees (if applicable, as set forth in the Fee Schedule) and any adjustments, corrections</li> </ul>	<ul style="list-style-type: none"> <li>• 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</li> </ul>

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 \$3000.00, a debit card purchase of \$100, a Wire Transfer for \$2,000.00, and an ACH payment for \$20.00. 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	\$3,000.00	\$3,500.00
Debit Card Purchase	-\$100.00	\$3,400.00
Wire Transfer	-\$2,000.00	\$1,400.00
ACH Payment	-\$20.00	\$1,380

**(j) 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 Openbank Account, it is a joint account, and each owner is a "Joint Owner." Joint Openbank Accounts may only be opened by a single owner, who then invites additional individual(s) to join as owners within the Openbank Application. If we permit you to open a joint Openbank Account and any other owner you designate fails to accept the invite received within the Openbank Application by completing the entire onboarding process (as we may change or modify from time to time and subject to our sole discretion), including acknowledging all applicable terms and conditions and satisfying the signature card requirement by way of an alternative method or otherwise, we will maintain your Account as an individually owned Openbank Account. Any owner may add another owner by inviting such individual via the Openbank Application, and notice will be provided to all owners of such invitation when it is sent. You

will be jointly and severally responsible for any withdrawals, transfers or other transactions executed by any other Joint Owner—including those that any co-owner may invite to join your Openbank Account, even if any such transactions are posted after we convert your Account to an individual Account following removal of any Joint Owner(s). You acknowledge and agree that when you invite a third person to apply as a Joint Owner to your Account(s) via the Digital Application, you must share certain personal or account information with such person as an inherent part of the process. Such information may include your existence of your Account, your name, date of birth, interest rates, applicable terms or any other information such third person would naturally obtain in connection with the Account.

#### *RIGHTS OF JOINT ACCOUNT OWNERS*

All owners of a joint Openbank Account are joint tenants with right of survivorship, meaning that each Joint Owner has equal powers with respect to the Account and that upon the death of any co-owner, the surviving owner(s) retain their equal power, right, and interest in the proceeds. For example, any Joint Owner can withdraw or transfer funds, invite another co-owner, make payments, order a new supply of checks (if applicable), or close the Account. We may act on instructions from any Joint Owner without any other Joint Owner's consent. Individualized customer preferences would not be impacted, such as how Joint Owners can set their own marketing preferences in connection with a jointly-owned Openbank Account.

No Joint Owner, however, may remove the name of another co-owner unless such co-owner has died. Each Joint 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 or phone number in our records via email, SMS text, or push notification provided within the Openbank Application will be considered notice to all Joint Owners. Each Joint Owner guarantees that the signature of any other Joint Owner is genuine and agrees to provide any Endorsement that may be missing on a deposited item, if applicable.

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

Any funds from a joint Openbank Account can be paid to, or on the order of any owner of the Account, even if that Joint 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(s); provided, however, that in such event, we may elect to close the Openbank Account and disburse funds to the surviving Joint Owner(s) at our sole discretion. Upon the death of the last surviving Joint Owner, any beneficiaries (if explicitly named) or the personal representative of that Joint Owner may withdraw the funds from the Account, subject to applicable law. 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 or any Joint Owner. We can also seek repayment of any amounts owed to us by any one of you without having to seek repayment from any other Joint Owner(s) owners. Insofar as the law permits, if one or more Joint Owners owe us money that is due and payable, we can exercise our right of setoff by using 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 own tax obligations as an owner of a joint Openbank Account.

If we receive an attachment, lien, or other form of legal process, which we reasonably 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, subject to applicable law.

We will pay any payment order issued by one (1) Joint 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 entire available balance in the Account to any single (i.e., one (1)) Joint Owner.

## (2) Informal Trust Accounts

We may allow you to use your Openbank Account(s) to establish informal trust accounts by depositing funds in trust for one (1) or more beneficiaries, up to a maximum of five (5). Depending on the state where you reside, these informal trust accounts may include account types such as Totten trusts, tentative trusts, or ITF/POD accounts. More than one (1) owner may act as trustee on an informal trust account. The Account owner may be called a "trustee" for purposes of account titling, but that person owns the funds in the Account during their lifetimes, and may use the Account consistent with their full ownership rights, i.e., such owner/trustee 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 any information concerning such beneficiaries that we may require and complete the appropriate steps to add or change the beneficiary within the Openbank Application.

### *DEATH OF THE LAST SURVIVING TRUSTEE*

Unless otherwise required by applicable state law, after the death of the last surviving trustee (i.e., the account owner) and upon the request of a beneficiary, we will distribute the balance in the Account to the surviving beneficiaries and close the Account. We will issue payment to each beneficiary an equal share of the balance. If one (1) or more beneficiaries are not present or cannot be located, we may remit the balance of the account by issuing a payment 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, the existence of the Account or of any remaining Account proceeds or balance. 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 may be paid to the legal representative of the estate of that owner/trustee (if such representative is appointed and can establish such right) or in accordance with applicable state law.

## (3) Subaccounts (Reserved)

## (4) Certificate of Deposit Accounts

Opening of Digital CDs may be subject to certain eligibility requirements and have limited initial deposit/funding options which we may establish in our sole discretion and which may also change from time to time. Any failure to use the deposit/funding options made available to you, or failure to fund the Digital CD up to the applicable minimum deposit amount within a certain period of time (which we may determine and/or change in our sole discretion), may result in closure of the Digital CD.

We will tell you about the date on which your Digital CD matures when you open and fund your Digital CD as well as other specific terms and conditions within the CD Disclosure. We will provide you a Maturity Notice before your maturity date telling you your Digital CD is about to mature and asking you to instruct us as to the disposition of the proceeds; provided (i) we reserve the right to require closure of any non-renewing Digital CD at maturity; and (ii) disbursement methods for the proceeds of such non-renewable Digital CD at maturity may be limited to those available within the Openbank Application unless and until we make any other such options available to you. Generally, if your Digital CD is subject to auto-renewal in accordance with your CD Disclosure and we do not receive any instructions from you, your Digital CD 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 Digital CDs with the same term and balance. However, for terms and conditions relating to automatic or other renewal, please see your CD Disclosure governing your Digital CD. If you wish to withdraw from or deposit to your Digital CD, or close your Digital CD without penalty, you can do so during the grace period, if available, which will be a calendar-day period beginning the day after the day your CD matures specified within the Maturity Notice. You may be charged a fee or penalty if you make a withdrawal



at any other time. The applicable CD Disclosure and Maturity Notice will contain certain details, including with respect to early withdrawal penalties, please refer to it.

**(k) Electronic Notice of Presentment (Reserved)**

**(l) Overdrafts (Reserved)**

**(m) How to Stop Payment of Your Checks (Reserved)**

**(n) Foreign Items and Other Items Accepted for Collection (Reserved)**

**(o) 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 and login to your Account via the Openbank Application, but excludes certain automated transactions. Unless otherwise specified in the CD Disclosure or other terms and conditions governing any Digital CD, a Digital CD 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.

**(p) Change of Email or Residential Address**

Any communication we send you at the most recent email or residential 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 email or residential address by the means provided within the Openbank Application. You agree that we may use information from the US Postal Service to update your residential address.

**(q) Assignment and Transfer**

Except as set forth below, the assignment of an Openbank Account is prohibited and will not be recognized by us. Any, savings, checking, money market savings, and Digital CDs or other certificates of deposit accounts held within, or in connection with an Openbank Account are not negotiable and not transferable except on our books. Further, Openbank Accounts shall not be assignable as collateral for a loan made by us, our affiliates or other financial institutions, lenders or creditors; provided, however, Openbank Accounts may be assignable as collateral for loans by us or our affiliates in the future, subject to our sole discretion.

**(r) 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 Openbank Account, until we receive a written notice of revocation from you and have had a reasonable time to act on it; provided, however, that IN THE EVENT ANY AGENT YOU OR ANY JOINT OWNER HAS APPOINTED A THIRD-PARTY AGENT UNDER A POWER OF ATTORNEY, COURT-APPOINTMENT OR OTHER INSTRUMENT AND THE AGENT REQUESTS ACCESS TO YOUR OPENBANK ACCOUNT, WE MAY ELECT TO (I) CLOSE YOUR ACCOUNT AND FOLLOW INSTRUCTIONS OF THE AGENT, COURT ORDER OR OTHER OFFICAL INSTRUCTION (WHICHEVER APPLIES) FOR PURPOSES OF DISBURSEMENT OF ACCOUNT PROCEEDS; OR (II) CONVERT YOUR OPENBANK ACCOUNT TO A DIFFERENT DEPOSIT ACCOUNT(S) OR PLATFORM MAINTAINED BY US HELD BY SANTANDER BANK N.A., (BUT NOT WITHIN ITS OPENBANK DIVISION, WHICH MAY BE UNDER SEPARATE OR DIFFERENT TERMS AND CONDITIONS), SUBJECT TO OUR SOLE DISCRETION. In the case of either (I) or (II) , we must be provided with the original power of attorney executed by you by submitting the document to us for review within the Openbank Application or through other delivery methods as may specify in our sole discretion and any such agent will be required to verify their identity in a manner we deem acceptable in our sole discretion. 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 (subject to applicable law) or which does not conform to applicable law in any other way. In addition, we may require your agent to execute an affidavit attesting to certain facts, which may include (without limitation) 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 and/or is attempting to act outside of the authority granted in the power of attorney. We will not be liable to you or your heirs for any transaction performed by your agent(s).

#### **(s) Changing or Closing Your Account**

We reserve the right to change the terms of your Openbank Account at any time. We may modify or discontinue offering Openbank Accounts or other products or features made available through the Openbank Application, at any time without notice, subject to applicable law. We will notify you, however, if we believe a change adversely affects you or we are closing your Openbank Accounts.

You may close your Openbank Account at any time by contacting the Call Center at 1-833-833-8305. Merely withdrawing all the funds in your Openbank Account does not automatically close it and we may continue to charge fees and allow debits to be made (if applicable), even if that causes a negative balance or overdraws your Openbank Account. We reserve the right to require such documents, authorizations, or identification as we may reasonably deem necessary or appropriate before we close your Openbank Account. We may refuse your request to close your Openbank Account if there is a negative balance, which represents monies owed by you to us, until your Openbank Account balance changes to a zero or becomes positive. We may also refuse your request to close your Account if there are pending transactions.

In addition to being able to discontinue Openbank Accounts, access to the Openbank Application or other products and features made available through the Openbank Application, we may close your Account(s) at any time or convert them to Account(s) held by Santander Bank, N.A. (but not within its Openbank division), for any reason, and without notice to you unless otherwise required by applicable law. If we decide to close your Openbank Account, we may also freeze the Account to prevent any further transactions. We will not be liable to you for dishonoring any transaction (including checks, if applicable) or other payment order presented for payment after we freeze or close your Openbank Account. If we decide to close an Openbank 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 Openbank Account, we may reopen your Account at your request; provided you agree the opening of any such new Openbank Account is subject to all account-opening, customer onboarding policies, procedures, verifications (including but not limited to any applicable consumer credit reporting inquiries, Know Your Customer and Anti-Money Laundering requirements). Upon reopening, your Openbank Account is subject to this Agreement, as may be amended.

#### **(t) 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, and we will not be liable for doing so.

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

If applicable (based on the Openbank Account product offering and technological features of the Openbank Application), this section contains important information about your rights with respect to Substitute Checks. For additional rights and requirements 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 a provisional credit of 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 contact the Customer Service Center by using the "click-to-call" function within the Openbank Application or by calling 1-833-833-8305. 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. OPENBANK WIRE TRANSFERS**

If applicable (based on the Openbank Account product offering and technological features of the Openbank Application), this section contains terms and conditions that govern your use of the wire transfer service made available for Openbank Accounts within the Openbank Application. Further, this section supplements and modifies the terms and conditions set forth within the Santander N.A., Wire Transfer Agreement, the terms of which are hereby incorporated by reference and all such terms of the

Wire Agreement shall apply to any Openbank Wire Transfer in full force and effect; EXCEPT AS SET FORTH HEREIN. In the event of conflict between the terms and conditions of this Section and those of the Wire Agreement, the terms of this Section shall control with respect to any Openbank Wire Transfer. Capitalized terms within this Section shall have the meaning prescribed to them in the Wire Transfer Agreement to the extent such term is defined therein, except as may otherwise be specified herein.

The following terms defined in the Wire Agreement shall be re-defined for purposes of Openbank Wire Transfers:

- "Account" means an Openbank Account(s) owned by you and which may be debited by us pursuant to any Request pursuant to the Wire Agreement and this Section
- "Agreement" shall have the same meaning prescribed to it in the Wire Transfer Agreement for purposes of this Section only, and shall not necessarily have the meaning prescribed to in in this Openbank Personal Deposit Agreement, except as may otherwise be stated herein
- "Authorized Account" means any Openbank Account maintained by you that we may debit for any Request you make pursuant to the Wire Transfer Agreement and this Section; provided that Openbank Accounts are not Authorized Accounts for any wire transfers, payment order or other wire transfer requests initiated outside of the Openbank Application
- "Customer" means you, or any joint owner of an Openbank Account
- "Request" means the initiation of a wire transfer from an Openbank Account within the Openbank Application
- "Security Procedure" refers to the procedure described in this Section for the purpose of verifying the authenticity of a Request

For purposes of this Section only and Openbank Wire Transfers, the following modifications, amendments or clarifications shall apply to each section of the Wire Transfer Agreement as indicated:

Section 2 within the Wire Transfer Agreement (Authorized Accounts) shall be deleted in its entirety and replaced with the following for purposes of this Section and Openbank Wire Transfers:

## **2. Authorized Accounts.**

Customer shall establish and maintain one or more Accounts for use as Authorized Accounts. Customer shall from time to time fund such Authorized Accounts with sufficient Available Funds to pay all fees and other charges arising from any Request or Openbank Wire Transfer owed to Santander by Customer. Customer agrees that in the event they fail to maintain sufficient available funds on deposit in such Authorized Account(s), Santander shall have the complete discretion to (i) delay the Request, pending a deposit or other credits to satisfy the amount of the Openbank Wire Transfer and any applicable fees and costs; or (ii) cancel the Request and not complete the wire transfer.

**3.2.1 Draw Down Requests.** Section 3.2.1 of the Wire Transfer Agreement shall be deleted in its entirety for purposes of this Section and Openbank Wire Transfers.

**3.4 Cancellation or Amendment of a Request or Authorization.** Notwithstanding any term, condition or any implication arising from those set forth in Section 3.4 (Cancellation or Amendment of a Request or Authorization), Customer acknowledges and agrees that there will be no ability to cancel or amend any Request made pursuant to this Section. Any other terms and conditions set forth within Section 3.4 of the Wire Transfer Agreement shall apply in full force and effect.

**3.5 Debits and Overdrafts.** Section 3.5 shall be deleted in its entirety and replaced with following for purposes of this Section and Openbank Wire Transfers:

**3.5 Debits and Overdrafts.** Santander will not execute any Request if the Authorized Account from which the Request was originated from does not contain sufficient Available Funds. Consequently, Santander will not debit available monies from other Authorized Accounts (whether Openbank Accounts or otherwise) to fulfill such Request and no overdrafts will be created as a result of the Request, except as may otherwise be provided within this Openbank Personal Deposit Account, including but not limited to any fees due and owing arising from the canceled Request or any related adjustments.

**3.10. Recurring Wire Transfers.** Recurring wire transfer Requests are not available for Openbank Wire Transfers until such time as Santander may choose to make such Requests available, within its sole discretion.

**3.12. International Requests.** Notwithstanding anything to the contrary in Section 3.12 of the Wire Transfer Agreement and for purposes of this Section and Openbank Wire Transfers only, Santander will not accept any Requests for any wire transfer in any denomination other than U.S. Dollars or any wire transfer of U.S. Dollars to a beneficiary bank or beneficiary account located outside of the 50 states of the United States or District of Columbia.

**4. Security Procedures.** For purposes of this Section and Openbank Wire Transfers, you acknowledge that Section 4(c) of the Wire Transfer Agreement shall be the governing Security Procedure and references to “mobile banking services platform(s)”, and “agreements” shall include (without limitation) the Openbank Application and Santander Personal Deposit Account Agreements, respectively. Specifically, the governing Security Procedure for Openbank Wire Transfers shall consist of all authentication or customer verification procedures required for accessing your Openbank Account and initiating an Openbank Wire Transfer within the Digital Bank Application; subject to other applicable terms set forth in Section 4 of the Wire Transfer Agreement, including but not limited to Section 4.3 therein.

**11.3 Amendments.** This Section C of the Openbank Personal Deposit Account Agreement shall not be affected or modified by Section 11.3 of the Wire Transfer Agreement. Terms and conditions upon which the Openbank Personal Deposit Agreement, including this Section C, shall be in accordance with Section F(1) herein.

**11.5.1. Electronic Signatures/Notices.** the following shall be inserted as a new section in the Wire Transfer Agreement for purposes of this Section and Openbank Wire Transfers:

Customer acknowledges and agrees that an electronic signature or acknowledgement and/or your affirmative submission of any Openbank Wire Transfer enrollment or Request will be an acceptable form of signature or acknowledgement and will be deemed an original signature or acknowledgement for all purposes relating to Santander Digital Wire Transfers under the Wire Transfer Agreement, including without limitation in the acceptance of Wire Transfer Terms and conditions, applicable terms and conditions within the Santander Personal Deposit Agreement, Digital Bank Agreement, Requests and acceptance of applicable Security Procedures under this Agreement or any documents now or in the future associated with this Agreement or the Santander Digital Wire Transfer service.

**12. Additional Terms Governing Outgoing Consumer International Wires.** At this time, Outgoing Consumer International Wires are not available until such other time as we may permit, subject to our sole discretion. Consequently, the terms and conditions set forth with Section 12 of the Wire Agreement do not apply to Openbank Wire Transfers.

## **D. 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 for Openbank Accounts provided within the Openbank Application, are governed by separate agreements, including the Openbank Digital Banking Agreement.

### **1. TYPES OF ELECTRONIC BANKING SERVICES WE OFFER**

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

- Electronic payments and deposits; and
- Transfers initiated or executed through the Openbank Application and other electronic methods that we make available to you therein.

### **2. USING YOUR CARD -- DEBIT/ATM CARDS NOT AVAILABLE**

At this time, you will not have the ability to use ATM Cards or Debit Cards to withdraw from or access your Openbank Accounts. Santander may make such Cards available to you as Openbank Account access devices in the future, at its sole discretion.

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

### **3. ELECTRONIC PAYMENTS AND DEPOSITS**

You may authorize a third party to electronically deposit funds to, or withdraw funds from, your Openbank Account. These could include direct deposits of payroll, Social Security payments, mortgage payments, and payments of insurance premiums, among others. These could also include one-time electronic payments you authorize through the Openbank Application.

#### *PREAUTHORIZED CREDITS*

If you have arranged to have direct deposits made to your Openbank Account at least once every sixty (60) days from the same person or entity, you can use the online or mobile banking services within the Openbank Digital Bank Application or call us at 1-833-833-8305 and, using the automated system, find out whether an electronic deposit has been received. Electronic deposits may be made to any of your Openbank Accounts, except Certificate of Deposit Accounts (including Digital CDs), without limitation.

#### *NOTICE OF VARYING AMOUNT*

If regular electronic payments are being made from your Openbank 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; provided such preferences may depend on those made available to you by the payee.

#### *FOREIGN CHECK SCREENING*

All financial institutions are required by the Office of Foreign Asset Control (OFAC) to screen all electronic deposits to your Openbank Account(s) 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 Openbank Account(s).

#### *ELECTRONIC CHECK CONVERSION*

At this time, you may not authorize a merchant or other payee to make any electronic payments from your Openbank Account using information from any check until such time as we make such service available to you, in our sole discretion.

#### 4. TELEPHONE BANKING -- CUSTOMER SERVICE CALL CENTER

For Openbank Accounts, you will not be permitted to make transfers by telephone to and from your Openbank Accounts, other Santander accounts or obtain advances from any line of credit and make payments to any Santander loans, until such time as we may make available such capabilities, at our sole discretion.

You will be permitted to use the Customer Service Call Center for certain inquiries or assistance concerning your Openbank Accounts. To obtain assistance from the Customer Service Call Center, you may contact it through a "click-to-call" or linked feature within the Openbank Application from your Trusted Device; provided, however, you will be required to complete any authentication process required of you or which we deem necessary in our sole discretion (and which may change from time to time or be contingent on your use of a Trusted Device and/or the quality or amount of authentication information you are able to provide).

#### 5. GENERAL PROVISIONS

##### (a) Stop Payments

###### *WHAT TYPES OF ELECTRONIC PAYMENTS CAN BE STOPPED?*

If you have told us in advance to make regular, pre-authorized payments out of your Openbank Account, you can stop any of these payments by calling us at 1-833-833-8305. We must receive your request at least three (3) Business Days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing. If we do, we must receive your written request within fourteen (14) days of your telephone call. We may charge you the stop payment fee set forth in our Openbank Personal Deposit Fee Schedule. If you properly and in a timely manner order us to stop a recurring preauthorized payment and we do not do so, we may be liable to you for your losses or damages, subject to applicable law and/or rules (including the NACHA Rules).

###### *WHAT TYPES OF ELECTRONIC PAYMENTS CANNOT BE STOPPED?*

We cannot stop payment of any transaction other than regular, recurring ACH electronic payments. Initiation of certain electronic funds transfers will effectively eliminate your ability to stop payment, or may not create any obligation on our part to honor a stop payment request. 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 (if such transactions are permitted). 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 Openbank Account within the Openbank Application. If we have received a funds transfer payable to your Openbank Account, we will notify you by listing the funds transfer(s) on your account statement, available with the Openbank Application. 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 dial the Customer Service Call Center using the linked feature within the Openbank Application from your Trusted Device.

##### (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 via the Openbank Application or at the phone number shown below if you believe your Card (if applicable) personal identification number ("PIN") or login credentials for the Openbank Application have been lost or stolen or any of your Openbank Application 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, PIN, Openbank Application log-in credentials or the unauthorized use of your Openbank Application service. Provided that you give us timely notice pursuant to this subsection (d), 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, PIN, Openbank Application log-in credentials 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, PIN, Openbank Application log-in credentials 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 a Debit Card (if applicable) 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, PIN or Openbank Application log-in credentials 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, PIN, or Openbank Application log-in credentials. 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 (if applicable), or Account log-in credentials have been lost, stolen, compromised or that an unauthorized transaction from any of your Openbank Accounts has occurred or may occur, please contact us immediately by using the linked function within the Openbank Application or call the Customer Service Call Center at 1-833-833-8305. We may ask you to confirm your report in writing and send it to us at Santander Bank, Mailcode: MA1-MB3-01-06, 2 Morrissey Boulevard, Boston, MA 02125. You should also call the number or write to the address listed above if you believe unauthorized use of your Openbank Account has occurred without your permission.

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

Contact us 1-833-833-8305 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 to the address listed above or as we may otherwise provide instruction.

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 provisionally 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 with any provisional credit. If we determine the transaction to not be an error or to be authorized by your or other owner of your Openbank Account, we may debit any provisional credit provided, in accordance with applicable law.

For errors involving new accounts, point-of-sale, or any foreign-initiated transactions (if applicable), 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 let you know 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 Openbank 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, in the event of the following:

- There are insufficient available funds in your Openbank Account to complete the transaction, through no fault of ours
- The Account has been closed
- The funds in your Openbank Account are unavailable
- The funds in your Openbank Account are subject to legal process
- The transaction you requested would exceed the funds in your Openbank Account plus any available overdraft credit
- Your password has been reported lost or stolen, or your service privileges have been suspended
- We have reason to believe the transaction requested is unauthorized
- The failure is due to an equipment breakdown, which you knew about when you started the transaction
- 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
- The failure was caused by a fire (or some other catastrophe), an electrical or computer failure, or another cause beyond our control
- You attempted to complete a transaction using the service that is not a permissible transaction
- The transaction would exceed security limitations on the use of the service
- You have not given us complete information or properly followed our procedures on how to complete a transaction

(h) Electronic Transfer Fees

Please see the effective Openbank Personal Deposit Fee Schedule for any fees or charges applicable to electronic funds transfer services pertaining to your Openbank Accounts.

(i) Confidentiality

Please see Section E(5) of this Agreement to understand more about the circumstances under which we may provide or disclose information concerning your Openbank Accounts to third parties.

(j) Terminating an Electronic Banking Service via Openbank Application

If you wish to discontinue any Electronic Banking service, call us at 1-833-833-8305. We may terminate any or all of your Electronic Banking services at any time for any reason without providing you with notice, including but not limited to in the event you revoke the permission granted to us under the Consent to Use Electronic Records and Signatures and Receive Electronic Communications and Disclosures ("E-Sign Consent"), you modify your communication preferences within the Openbank Application or exercise any opt-out or revocation of the consent provided under Section 7 (TELEPHONE AND ELECTRONIC COMMUNICATION) under this Agreement for servicing or transactional -related text messages (including two-factor authentication OTPs or notifications), so as to prevent us from contacting you via email, text message (SMS) and push notification within the Openbank Application or for any other purpose set forth in this Agreement (or any other agreement applicable to your Openbank Account) or as permitted or required under applicable law.

(k) No Transactions Made in Foreign Currency

Transactions in currencies other than U.S. Dollars to or from your Openbank Account(s) will not be permitted. Foreign currency transactions may be made available in the future, subject to our sole discretion.

## E. FUNDS AVAILABILITY POLICY — YOUR ABILITY TO WITHDRAW FUNDS<sup>1</sup>

Funds from credits deposited into your Openbank Account may be made available to you even if the credit or entry has not settled or considered final. But if any such credit is determined to be unauthorized, fraudulent or returned, regardless of the reason why, you will be responsible for the amount of the return and we reserve the right to debit your Openbank Account for the amount of the Item, cause an adjustment to be made to your Openbank Account or exercise any other right or power to which we may be entitled in this Agreement, any other agreement that may apply to your Openbank Account or applicable law. In no event does this Funds Availability Policy apply to checks drawn on banks or branches located outside the United States or payable in a foreign currency. Further, this funds availability policy does not apply to Certificate of Deposit Accounts, including any Digital CDs. Lastly, the subsections within this Section D – Funds Availability Policy – Your Ability to Withdraw Funds may or may not apply, depending on the deposit methods we make available to you for your Openbank 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 or we receive 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 credit is received into you Openbank Account 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 METHOD	CUTOFF TIME
Wire Transfer	Business Day of receipt
ACH or other electronic deposit	10:00 p.m.
Santander Mobile Check Deposit (if available)	10:00 p.m.

Note: Generally, funds you transfer between your Openbank Accounts and other Santander accounts (if applicable) are immediately available. For cutoff details, see the “Electronic Banking” section of this Agreement and the Openbank Digital Banking Agreement. There may be limitations on the type of checks accepted for deposit using Santander Mobile Banking Check Deposit. Please see your Openbank Digital Banking Agreement for details.

### 2. SAME-DAY AVAILABILITY

For Openbank Accounts, funds from the following deposits are generally available on the same Business Day as we receive your deposit:

- Cash deposit (if applicable)
- Direct deposit and other electronic deposit (not including deposits via ACH debit)
- Wire transfer

Because Openbank Account deposits are limited to wire transfers, Mobile Check Deposit (if and when available) and other electronic deposits via ACH, other availability schedules applicable to other deposit types, such as check/cash ATM deposits, deposits of various check types (Checks drawn on us, U.S. Treasury, state and local government, postal money orders and Federal Reserve Bank checks do not apply, except as may otherwise be provided for herein.

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<sup>1</sup> Note – the Funds Availability Policy reflected here is specific to Openbank Accounts and only those deposit types permitted for such accounts at this time. You may access the complete Santander Bank Funds Availability Policy in the Santander Bank, N.A. Personal Deposit Account Agreement.



### **3. LIMITED AVAILABILITY**

If you deposit a check at one of our Santander ATMs, if and when such deposit method is made available, subject to our sole discretion, 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.

### **4. 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

### **5. OTHER CHECK DEPOSITS**

Funds from all other checks, including deposits made using Mobile Banking (i.e., Mobile Check Deposit) and by mail (regardless of whether drawn on us, U.S. Treasury, state and local government, cashier's, certified, teller, Federal Reserve Bank checks or postal money orders), are generally available as follows:

- **First \$225:** The first \$225 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, \$225 of the deposit is available on Tuesday. No later than Wednesday, the remaining \$775 is available.

### **6. LONGER DELAYS MAY APPLY**

Funds deposited by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,525 on any one day
- You 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.

### **7. HOLDS ON OTHER FUNDS – OTHER SANTANDER ACCOUNT**

If we accept for deposit into your Openbank Account 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 Openbank Account or other account held by us. The funds in the other Account or 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.

## 8. SPECIAL RULES FOR NEW ACCOUNTS

If your Openbank Account is a “New Account” (established within the immediately preceding 30 calendar days without any Account owner having another account relationship with the Bank during such immediately preceding 30 calendar day period), the following special rules may apply during such initial thirty (30) day period your Account is open:

- Funds from electronic direct deposits (not including deposits via ACH debit) to your Account will be available on the day we receive the deposit.
- Funds from deposits of cash (if applicable), wire transfers, will be available on the first (1st) Business Day after the day of your deposit.
- Funds from all other check deposits (including Mobile Check Deposit) 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.

## 9. DEPOSITS FROM EXTERNAL ACCOUNTS VIA ACH DEBIT

The foregoing Funds Availability Policy set forth in subsections 1-7 does not apply to ACH debit transfers, generally (i.e., Inbound External Transfers (including Initial Funding Transfers) (as defined in the Openbank Digital Banking Agreement)) into any Openbank Account – for additional terms, please see the Section entitled Transfers between your accounts at Santander (including your Openbank Accounts) within the Digital Banking Agreement. Funds deposited into your Openbank Account via ACH debit will generally be available on the 7th business day following the date of the deposit; provided, however, we reserve the right to delay availability of funds up to the 9th business day following the date of deposit in our sole discretion, including but not limited to in the case of your Openbank Account being a New Account as defined in this Section. Specific availability will be noted at the time of initiating such Transfers between your accounts at Santander (including your Openbank Accounts).

## F. 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 periodic statement and by making it available within the Openbank Application or by posting the notice in any of our branches or on our public website ([openbank.us](https://openbank.us)). We may change or terminate this Agreement without notice to comply with any Federal, or applicable State, law or regulation. By maintaining your Openbank Account after the effective date of any change, you agree to the change and acknowledge you are bound by it. A copy of the current Agreement will include modifications described in your periodic statement or otherwise communicated to you. You can obtain a copy of the current Agreement any time at [openbank.us](https://openbank.us) or within the Openbank Application.

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

If you owe us or any of our affiliates’ money and that money is due, we can, on our own behalf and on behalf of our affiliate, use the money from any of your Accounts to pay this debt without notifying you in advance. This is known as “set off” or as the act of “offsetting” to cover an amount owed to us. When we debit your Openbank Account under this Section, 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 Openbank Account(s) (or with respect any other account held with us) on one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion in this Agreement or otherwise. 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; SURVIVAL**

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. All provisions within this Agreement which by their terms explicitly or would naturally or customarily survive termination or closure of your Accounts, shall survive termination of this Agreement.

#### **5. CONFIDENTIALITY**

We will disclose information to third parties about your Openbank Account or the transfers you make:

- Where it is necessary to complete transactions or investigate transaction errors and verify transactions
- Where we have a third party provide services on our behalf
- In order to verify the existence and condition or standing of your Openbank Accounts upon the request of a third party, such as a credit bureau, merchant, or external financial institution or other payee
- In accordance with your written permission
- In order to comply with court orders or government or administrative agency summonses, subpoenas, examinations, and escheat records
- On receipt of certification from a federal agency or department that a request for information is in compliance with applicable law
- Otherwise in accordance with applicable law and/or our Privacy Policy

#### **6. DISCLOSURE OF ACCOUNT INFORMATION**

You authorize us to share information about you and your Openbank 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 in connection with your Openbank Account, 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 servicing, informational and telemarketing, sales or promotional calls/texts at such mobile or telephone number. With respect to telemarketing, sales or promotional calls/texts at the mobile number associated with your Openbank Accounts, you may opt-out of receiving such calls/texts at such mobile number by modifying your Marketing Preferences within the Digital Bank Application. Message and data rates may apply. 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 carrier to use or disclose information about your account and your wireless device, if available, to Santander or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

## **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 Openbank 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 could 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 Openbank 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 in accordance with the Section entitled "What Law Governs Your Account Law" under this Agreement, 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 Arbitration Provision.

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) (including but not limited to the Openbank Application). 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 Openbank Personal 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 Provision 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 (or its electronic alternative) 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 the forum, as well as additional information about initiating arbitration by contacting the forum:

American Arbitration Association  
800-778-7879 (toll-free)  
Website: [www.adr.org](http://www.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 within the Openbank Application or 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 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 Provision shall be null and void. This Arbitration Provision 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 notice of 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.



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