

BUSINESS ONLINE BANKING AGREEMENT

I. GENERAL DESCRIPTION OF AGREEMENT

A. WHAT THIS AGREEMENT COVERS

This Agreement between you and Santander Bank governs the use of our Business Online Banking service. This service permits Santander Bank customers (sole proprietors and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a personal computer. "You" and "your" refer to the Santander Bank customer that has enrolled in Business Online Banking. "We," "us" and "our" refer to Santander Bank.

The purpose of this Agreement is to inform you of the features, functionality, and appropriate uses of Business Online Banking.

This Agreement does not cover Santander's Interactive Reporting & Initiation Services (IRIS).

B. ACCEPTING THE AGREEMENT

When you use Business Online Banking, you agree to the terms and conditions of this Agreement.

C. RELATION TO OTHER AGREEMENTS

Your use of Business Online Banking may also be affected by the Agreements between you and us for your deposit or other linked accounts. When you use Business Online Banking, you are governed by this Agreement as well as the Agreements that you already have with us for any account linked to Business Online Banking. You should review those Agreements for any applicable fees, availability of deposits, limitations on the number of transactions that you can make, and other restrictions that may impact your use of Business Online Banking. This Agreement will control if there is a conflict.

D. LIMITATION OF SERVICE

We have the right to revoke or refuse access to, or terminate Business Online Banking at any time, without cause or notice. If we do, you understand that any scheduled transactions will not be made. You will be denied the use of Business Online Banking if you do not enter the correct logon information. There is a limit on the number of failed logon attempts and your access to Business Online Banking will be suspended if you exceed these limits.

E. DEFINITIONS

"Biller" is the person or company to which a bill payment may be made using the BillPay feature of Business Online Banking.

"Payment Account" is the Santander Bank checking account from which a bill payment will be debited. You will need to designate a checking account to be the payment account at the time you schedule a payment. All of your eligible checking accounts will automatically be displayed.

"Business Day" is every Monday through Friday, excluding holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment. If the Scheduled Payment Date falls on a non-business day, the Scheduled Payment Date will be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date, nor does it include any grace period.

"Automatic Payment" is a payment scheduled for a set amount at regular intervals. For example, you can

schedule a payment at the first of each month to pay your mortgage or rent.

“Scheduled Payment” is a payment that has been scheduled through the service but has not been processed.

“Available Funds” means funds on deposit in a Santander Bank account and available for withdrawal pursuant to our Funds Availability Policy.

F. FREE SERVICES

We do not charge a service fee for the use of Business Online Banking. However, some services offered through Business Online Banking, such as stopping payment of a check, may incur additional service fees. Please see our **Business Deposit Account Fee Schedule** for our standard fees and charges.

II. BUSINESS ONLINE BANKING SERVICES

A. GETTING STARTED

To use Business Online Banking you must have:

- A computer equipped with a modem and Internet access through an Internet service provider.
- Business Online Banking logon credentials.
- A checking account for BillPay service.

A designated billing account.

B. USING BUSINESS ONLINE BANKING

You may use Business Online Banking to:

1. Transfer funds between your Santander Bank checking, savings, and money market savings accounts.
2. Obtain a cash advance by transferring funds from your line of credit account to your checking or savings account.
3. Make a regular payment to your credit or loan account by transferring the payment amount from your checking or savings account to your loan account.
4. Obtain balance and transaction information from your checking, savings and loan accounts,
5. View the front and back images of recently cleared checks, withdrawal slips and deposit slips.
6. Perform self-service account maintenance such as placing your own Stop Payment requests.
7. Pay bills through BillPay service.
8. View your statements online.

If you are using Personal Financial Management (PFM) software or any other indirect service to access, track, download, or pay bills, the features listed above may not be available or your software may not work in conjunction with Business Online Banking. **To access all of the features and services we offer, sign on directly through our web site at Santanderbank.com.**

C. ONLINE USER GUIDE

An Online User Guide is available, at Santanderbank.com, describing the computer equipment, computer software or other requirements necessary to use the service. You agree to comply with these requirements, as modified from time to time.

D. USING YOUR USER ID AND PASSWORD

Your Password acts as your signature as the owner and sole user of the User ID for your personal

Business Online Banking service. Your Password is an identification code that is personal and confidential. The use of the Password with the service is a security method by which we are helping you to maintain the security of your account(s). Therefore, YOU AGREE THAT YOU WILL NOT DISCLOSE YOUR USER ID AND PASSWORD TO ANYONE, EVEN SOMEONE PURPORTING TO BE CALLING FROM SANTANDER BANK, AND THAT YOU WILL TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE ELSE LEARNS YOUR PASSWORD. YOU AGREE THAT IF YOU GIVE YOUR PASSWORD TO SOMEONE ELSE TO USE OR ALLOW THEM TO ACCESS THE SERVICE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM UNTIL YOU TELL US THAT YOU HAVE REVOKED THIS AUTHORIZATION.

Any transaction initiated through Business Online Banking using your User ID and Password, even if you or any of your authorized users did not actually conduct the transaction, will be deemed to have been authorized by you and you will be responsible for the transaction. You must ensure at all times that any computer that is used to access Business Online Banking is protected from viruses and other malware by using firewalls and anti-virus software.

You may add additional users to your User ID using Business Online Banking and provide each user with a separate Password. For each user, you may designate the access level for each linked account, as described below.

If you wish to remove any person previously authorized as a user or add a new user, you must use Business Online Banking to delete or add the user. You are responsible for all transactions performed by any user until you remove cancel the user's access to Business Online Banking, regardless of the nature of the transaction.

E. ACCESS LEVELS FOR AUTHORIZED USERS

You may restrict the level of access for each authorized user you establish in Business Online Banking. Authorized User restrictions can cover the following: accounts a user has access to, whether financial or certain non-financial transactions can be completed, reports and information that can viewed, and services that may be accessed. We automatically assign the highest level of access to your User ID as the System Administrator.

F. LIMITATIONS AND DOLLAR AMOUNTS FOR ONLINE TRANSFERS

You may transfer funds between your checking, savings, and money market savings accounts in any dollar amount between \$.01 and \$999,999.99.

1. Transfers to a line of credit or an installment loan must be in the amount of the payment due shown on your coupon or statement, and the Scheduled Transfer Date you select must be before your due date.
2. Transfers to an installment loan must be in the amount of your regular monthly payment and will be posted to your loan on the scheduled transfer date.
3. Transfers to a line of credit will be posted to your loan on the scheduled transfer date as a payment.
4. Late, special, extra, or principal-only payments cannot be made using Business Online Banking.
5. Transfers you schedule on a business day before 8:00 p.m. will be posted to your account as of that business day. If you make a transfer on a business day after 8:00 p.m. or on a non-business day, your transfer will be posted to your account as of the next business day.
6. Automatic and future-dated transactions will be posted to your account on the business day you selected. If you selected a day that is not a business day, the transfer will occur on the next business day. Account statements and balances may not reflect transactions until our posting process is completed.



7. You agree to have sufficient funds available in your account at the time you schedule a transfer to occur. If you do not have sufficient funds on the date that the transfer is scheduled, we will try to complete your transaction on the next business day, for scheduled transfers between your checking, savings, and money market accounts or to your line of credit or installment loan. If sufficient funds are not available the next business day, we will automatically cancel the instruction. We reserve the right to impose insufficient or unavailable funds, over limit, or transfer fees, and no further attempt will be made by the bank to process the transfer instruction. In all cases, you are responsible for rescheduling the transfer.

8. The cancellation of a pending transfer may be subject to the availability of sufficient funds in both involved accounts.

G. RECORD OF TRANSACTION

For each single and future-dated transaction you request you will be provided a reference number as your confirmation. Historical activity is available through the Pending Transfer section.

H. STOP PAYMENT FEATURE

You can order us to stop payment on any check that you write from your Santander Bank checking account. You cannot stop payment on a check if we have accepted, certified, made final payment on or otherwise become accountable for the check, except to the extent required by law. You must allow us a reasonable time to effectuate your stop payment request. Your stop payment request will remain in effect for six (6) months and is subject to our regular stop payment fee. The stop payment feature may not be used with respect to any payment scheduled through the BillPay service. You cannot cancel pre-authorized electronic payments using the stop payment feature. Please see our Personal Deposit Account Agreement for other provisions governing stop payment orders.

I. GETTING STARTED WITH BILLPAY

To use BillPay you must have the following:

- Access to Business Online Banking.
- At least one Santander Bank checking account.
- At least one Biller added to your Biller List.
- An active e-mail account that you regularly use, if you are going to use the e-Bill or reminder notification features.

J. USING BILLPAY

You may use BillPay to:

1. Make one-time or automatic payments from your Santander Bank checking account to companies or individuals, which we refer to as Billers.
2. Use the Electronic Bills (e-Bills) service to:
 - View Biller statements and detailed information.
 - Receive bills directly through your e-mail account.
3. Send us secure online mail messages and questions regarding the service.

Not all Billers participate in the e-Bill program. For a full list of Billers, call 1.877.SOV.BANK (1.877.768.2265).

K. SCHEDULING A PAYMENT

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

Payments can be entered as:

1. A one-time transaction up to 1 year (365 days) in advance.
2. An automatic, recurring payment.

Our ability to deliver your payment in a timely manner is dependent upon specific Biller requirements and accounts receivable processing times; therefore, bill payments should be scheduled four (4) business days prior to your Due Date. The Payment Calendar will only permit you to select a valid and available Payment Date. There are some Billers who offer shorter delivery times, and, therefore, do not require the four (4)-business-day scheduling time. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that is at least one (1) business day before the actual Due Date. Automatic payments that fall on a day that is not a business day will be processed on the preceding business day. When entering a payment, determine the actual due date located on your Biller statement, or if using an electronic bill, the system will enter the due date for you.

L. PAYMENT CALENDAR

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

M. ELECTRONIC BILLS (E-BILLS) THROUGH BILLPAY

You can receive bills electronically from participating Billers.

1. **Approval of e-Bills.** Participating Billers establish their own criteria for reviewing requests to send e-Bills and have sole discretion in accepting or declining your request. Participating Billers typically require five (5) business days to act upon your request to receive e-Bills. Upon activation of the electronic bill feature, Business Online Banking may notify the Biller of your request to receive electronic billing information. The receipt of the electronic version of your first e-Bill may vary from Biller to Biller and may take up to sixty (60) days.

2. In some cases, we obtain the e-Bill from the web site of the Biller. To do so, we may ask you for information needed to retrieve the e-Bill, such as a required password. By providing this information, you are authorizing Santander Bank to access the Biller's web site on your behalf and retrieve your account information.

3. Notifications. There are two (2) types of e-Bill notifications:

- a **Electronic Bill via e-mail** that notifies you of the delivery of an e-Bill and provides a summary of the bill (typically due date, amount due, balance, etc.), as well as the "Pay" button. After you click the button, you must sign in to BillPay to go to the Welcome page and pay your bill. You will receive an e-mail message with a subject line that reads: "You have Bills."

- b **E-mail reminder** that simply notifies you of the delivery of an e-Bill but does not contain any summary information or payment options. You will receive an e-mail message with a subject line that reads: "You've got Bills."

To add the electronic notifications to your service, click on the "Manage My Bills" tab and click "Add e-mail notification of electronic bill." Electronic Bill via e-mail and e-mail reminders are both typically sent to you within 48 hours of the e-Bill being uploaded to the BillPay service. If you do not receive your e-mail notification, check the "My Profile" account set-up to verify your current e-mail address. It is your responsibility to maintain an active e-mail account that you regularly use. If you fail to maintain a current e-mail address, we will be unable to deliver your notifications. We are not responsible for lost notifications due to an invalid or over-extended e-mail account. We are unable to regenerate an e-Bill notification.

Some Billers require your e-mail address when you add an electronic version of your bill. For other Billers, this information is optional. However, a Biller may use your e-mail address to contact you directly

if there is a question about your payment.

To change the electronic notifications to your service, click on the "Manage My Bills" tab and click "Update e-mail notification of electronic bill."

4. **Timely delivery of e-Bills.** We have no control over the delivery of an e-Bill from a Biller and are not responsible for late delivery of an e-Bill, or for late payments resulting from a late e-Bill. If you do not receive an e-Bill, it is your responsibility to contact the Biller directly. If you have questions regarding the contents of your e-Bill, you should contact the Biller directly.

5. **Non-Delivery of e-Bills.** We are not responsible should the Biller fail to deliver an e-Bill. You are responsible for ensuring timely payment of all bills. Copies of previous e-Bills must be requested from the Biller directly. We are not responsible for the non-delivery of e-Bill notifications. It is your responsibility to maintain a current e-mail address as displayed on the "My Profile" page.

6. **Accuracy and dispute of an e-Bill.** We are not responsible for the accuracy of an e-Bill. Any discrepancies or disputes regarding the accuracy of your e-Bill must be addressed with the Biller directly.

7. **Privacy.** When you establish e-Bills with a participating Biller you will be requested to provide personal information to be forwarded onto the Biller to complete your enrollment. If you have concerns about the future use of this information you should contact your Biller directly.

8. While your e-Bill feature is being activated it is your responsibility to keep your accounts current.

9. **Discontinue the e-Bills service.** You may cancel e-Bill at any time by going to the "Manage My Bills" section within BillPay. It may take up to sixty (60) days for an electronic delivery to stop. We will notify your Biller when you cancel e-Bill. It is your sole responsibility to make arrangements for an alternate form of bill delivery.

N. PAYMENT METHODS

We will make payments you have scheduled either electronically or by check. Although you will not be able to select how a Biller will be paid, most major Billers accept electronic payments, and we encourage you to provide as much information as possible when setting up a Biller so that we can match your Billers to those in our database that accept electronic payments. If we pay by check, the check may either be drawn on our operating account or it may be drawn directly on your account.

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

If a Biller is paid by check, we prepare and mail the check so that it will generally arrive at the Biller on the Scheduled Payment Date. If the check is drawn on our operating account, we will deduct the amount of your payment from your Payment Account on the Scheduled Payment Date. If the check is drawn directly on your account, the payment will be deducted when the Biller cashes the check and it is presented to us for payment. Depending upon the speed of the U.S. Postal Service and your Biller, this may occur before your Scheduled Payment Date. Make sure you have sufficient funds in your Payment Account as you schedule your payments. Also, if the check is drawn directly on your account, it will be returned to you with your monthly statement in the format specified in your Statement Check Options, like any other check you have written. It will look a little different from the checks you write and will bear a six-digit check number that begins with "99."

If we pay a Biller using a check drawn on our account and the Biller does not deposit the check within 90 days, we will automatically stop payment of the check and recredit your account. If we pay a Biller by a check drawn directly on your account and it is not deposited within 180 days, we will automatically stop payment of that check. You will need to either schedule a new payment or arrange to pay the Biller using another method.

O. BILLPAY LIMITATIONS

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

If you choose to use the service to make these payments, such payments must be scheduled at your own risk. In no event will we be liable for any claims or damages resulting from your scheduling of these types of payments.

4. **Participation by Billers.** Occasionally a Biller may choose not to participate in BillPay, or may require additional information before accepting payments. We will work with these Billers to encourage them to



accept an electronic or check payment from the bank. If we are unsuccessful, or if we determine that the Biller cannot process payments in a timely manner, we may decline future payments to this Biller. In the unlikely event that this occurs, we will send you a notice.

P. CANCELING PAYMENTS

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

After you cancel a payment, the status changes to “Canceled.” Canceled payments remain in your payment history.

If you cancel one of your automatic payments three (3) or more business days before the transaction is scheduled to occur and we do not do so, we will be liable to you for your losses and damages.

Q. Alerts

We provide an alerts service that will notify you following certain account activity or when certain changes have been made to your online banking account, such as a low balance limit being reached or a change to your online banking password for example.

1. The alerts service must be activated by you. The alerts provided by the bank are voluntary, and you must activate the alerts service in order to begin receiving alerts. Once activated, you can select individual alerts you would like to receive.
 - The alerts service will allow you to choose which alert messages you would like to receive for each of your accounts. We may add new alerts from time to time, or cancel old alerts. If you have opted to receive an alert that is being canceled, we will notify you at least 30 days in advance.
 - Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.
 - Alerts may be sent either by email or SMS text message to a mobile phone.
2. All of the alerts offered through alerts service are subject to the following:
 - We may add new alerts from time to time, or cancel old alerts. We will do our best to notify you when we cancel existing alerts, but are not obligated to do so.
 - Alerts will be sent to the email address or mobile phone number you selected during the alerts activation process. If your email address or your mobile device's number changes, you are responsible for informing us of that change. While Santander Bank does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier.
 - You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to ensure that alerts are delivered on time and with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.
 - Alerts that are sent are not encrypted. Because alerts are not encrypted, we will never include your password, social security number, or full account number, nor will we ask for any such information to be provided to us through an alert. Alerts may include other account information including your name and some information about your accounts such as balances, recent transactions, and due dates for any payments. Anyone with access to your email or mobile device will be able to view the contents of these alerts.

III. OTHER TERMS AND CONDITIONS

A. SERVICE HOURS

Business Online Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades.

B. CANCELING YOUR BUSINESS ONLINE BANKING SERVICES



Your Business Online Banking services remain in effect until they are terminated by you or by us. You may cancel your service at any time by notifying us of your intent to cancel in writing, or by calling Business Online Banking customer service at 1-877-SOV-BANK (1-877-768-2265), option 4. This cancellation applies to your Business Online Banking services only and does not terminate your Santander Bank accounts. Prior to notifying us that you wish to discontinue the service, we strongly suggest that you:

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

C. CLOSING PAYMENT ACCOUNTS

It is your responsibility to cancel or move any Automatic Payment associated with a Payment Account you close. BillPay permits you to click on "Move Payments" and designate a new account from which your payments will be made without having to reschedule each payment.

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

D. BILLPAY ACCOUNT ACCURACY

It is your sole responsibility to ensure that the information in "My Profile" is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail address.

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

E. CHANGES TO AGREEMENT

We may change the terms of this Agreement at any time. We will notify you of the changes as required by law. Your use of Business Online Banking, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change.

We may terminate your participation in Business Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

F. COMMUNICATIONS

You agree that we may send, by electronic communication, information regarding Business Online Banking or the accounts linked to Business Online Banking. Electronic mail (e-mail) is not a secure method of communication and we recommend that you do not send confidential information by e-mail, unless you send us a message using the secure BillPay Message Center. If you elect e-Bills, reminders or alerts, you acknowledge acceptance of these notifications, regardless of other marketing preferences you may have indicated at Santander Bank.

G. COMMUNICATING WITH YOU

From time to time, Santander may send you e-mail communications relating to Business Online Banking products, features, services, and activation programs. We may also send you service related or account-specific e-mails.

If your e-mail address changes or if you wish to opt out of non-service related communications, please update your e-mail address within Business Online Banking, or visit



Santanderbank.com/companyinfo/privacy.

H. TRANSFERS FROM MONEY MARKET SAVINGS OR SAVINGS ACCOUNTS

Transfers out of your savings and money market savings accounts are limited to six (6) per statement period using any combination of transfer made using the service or by telephone, checks, point of sale purchase or other preauthorized or automatic transfer services. This transfer limit includes deductions from your account to pay third parties, overdraft protection transfers and transfers made using Business Online Banking. Federal law imposes these limits.

I. CONTACT BY SANTANDER BANK OR AFFILIATED PARTIES

No Santander Bank employee, nor any company affiliated with Santander Bank, will contact you via e-mail or phone requesting your Online User ID and/or Password. If you are contacted by anyone requesting this information, please contact us immediately.

J. ACCOUNT STATEMENTS

We report your Business Online Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, the date and the amount of the transaction will appear on your statement, as well as a check number, if applicable.

You have the option to select paperless statements for certain accounts. You can enroll, un-enroll and re-enroll in the paperless option at anytime. When you opt for paperless, we will stop sending you a paper version of your statement by regular mail. You will see paid checks electronically and will no longer receive printed copies or images of your checks. By selecting paperless you not only agree to receive your statement online but you also agree to receive certain notices that we send with your statement online. We do reserve the right to send you notices and any other documents (including statements if necessary) by the United States Postal Service.

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

K. GOVERNING LAW

The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law provisions, and federal law.

IV. ADDITIONAL PROVISIONS

A. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

If you believe your Password has been lost, stolen, or compromised or that someone has transferred or may transfer money from your account without permission, call 1.877.SOV.BANK (1.877.768.2265), option 4, or write to us at Santander Bank, Attention: Business Online Banking, Mail Code 10-421-OL3, PO Box 12646, Reading, PA 19612 immediately. If you fail to notify us within thirty (30) days of receiving your monthly statement of unauthorized activity in your statement, all transactions reflected in that statement are deemed to have been authorized by you, including Business Online Banking transactions.

V. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS

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

Business Online Banking may only be requested and used by the authorized signers of the business.

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

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

B. PROTECTING YOUR USER IDENTIFICATION AND PASSWORD

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

C. WHAT PROVISIONS OF THIS AGREEMENT APPLY

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

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

D. COMMUNICATIONS

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

BUSINESS ONLINE BANKING WITH BILLPAY ELECTRONIC COMMUNICATIONS DISCLOSURE

By agreeing to this disclosure you consent to receive electronically all disclosure and communications we are legally required to provide to you in writing as well as any other agreement, notice or communication we may deliver to you on all of your deposit and loan accounts, including any service such as Business Online Banking with BillPay, we may make available to you, now and in the future (the "Disclosures"). The types of Disclosures we may provide electronically include this Electronic Communications Disclosure, account statements, account and service agreements such as our Personal Deposit Account Agreement and Business Online Banking Agreement, fee schedules, privacy notices, adverse action notices, notices regarding late or delinquent payments or returned deposited items or overdrafts, year-end tax statements such as Form 1099-INT or Form 1098, and notices of changes in account terms. In order for us to provide the Disclosures to you electronically, we must ask you to agree to receive the Disclosures in that manner. If you do not agree, you will not be allowed to use Santander's Business Online Banking with BillPay service.

Please read this consent carefully and keep a copy for your records.

We will provide all Disclosures to you on screen or when you click on the link we provide to you. You may be required to open the link that contains the Disclosures. We will provide the opportunity to you to print any or all of the Disclosures and we urge you to do so.

You may print or make a copy of the Disclosures by using the "Print" button or saving a copy. You may wish to do this when we first present a Disclosure to you because we do not always keep the Disclosures in a place you can access at all times. You have the right to receive a copy of any of the Disclosures in paper form. Please call our Customer Contact Center at 1.877.SOV.BANK to request a paper version. You must contact us within 12 months of the date we made the Disclosure available to you to obtain a paper copy. We may charge you a fee for providing a copy of a Disclosure.

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Safari 2.0.4 and higher (or 5.5 and higher for OS X)
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