



## ELECTRONIC STATEMENT OF ACCOUNT AGREEMENT

### SERVICE CONTRACT APPROVAL

This Electronic Statement of Account Agreement (hereinafter "Agreement") subscribed between Banco Santander Puerto Rico (hereinafter "Bank") and you, regulates the services available through Santandernet eBanking. The Agreement will allow Bank customers to perform certain banking transactions in their checking, savings and credit card accounts (hereinafter "accounts") by using a personal computer or any electronic device with Internet access.

Some of the objectives of this agreement are: (i) to provide information about the rights under the *Electronic Signature in Global and National Commerce Act* (known as E-Sign), Regulation E and the *Electronic Funds Transfer Act*, if applicable and (ii) to provide information about the services included in the Agreement, such as providing electronic notifications, notices, disclosures, Statement of Accounts, regular statements, changes in the terms and conditions in the account agreement and / or services that you choose, as well as informing changes of charges to the account and / or chosen services, information of the advantages, products, discounts or offered services, among others (hereinafter "electronic notifications").

To receive electronic notifications and / or services described in this Agreement, the customer must choose the option Accept Conditions and Send, in order to receive the electronic notifications and / or services on paper.

Before continuing, you must complete the Santandernet eBanking application to electronically provide consent or confirmation to receive electronic notifications and / or services described in this Agreement, thus the Bank will be able to confirm you can access the information that is subject to your consent.

### CONSENT

Selecting the option "**ACCEPT TERMS AND SUBMIT**":

- You understand that the terms and conditions of this Agreement are being provided electronically. Accepting these terms constitutes that you are consenting to those terms and conditions.
- Agree to access checking, savings and credit card Statement of Accounts electronically through Santandernet eBanking.
- Agree to receive electronically, within the term provided by law, notifications of the availability of information in Santandernet eBanking of the checking, savings and credit card accounts selected. You will also receive information about the following services and / or electronic notifications, disclosures, notices, periodic statements, changes in the account agreement, changes in the terms and charges of the account, benefits information, products or services offered, among others.
- You acknowledge that by accepting this Agreement, you will not receive paper copies of notifications, disclosures, notices, and periodic statements, changes in terms and conditions, or account charges.

- Every month you will receive a notification of the availability of the statement of account to the e-mail address you provided. After sending the availability notification the first time, the electronic notifications and / or disclosures will be available for your review for a term of 90 days.
- You must confirm to the Bank that the way you will access your statement of accounts or other online information complies with the *hardware and software* requirements, detailed further on.

It is possible that you receive by mail a printed statement of account once your consent is confirmed, but subsequently, you will not receive any more paper copies of the statement of accounts.

## SERVICE DESCRIPTION

You will be able to access information that is subject to your consent by pressing the link that reads: **Press here to make your statements a Green Statement** on the main screen of Santandernet eBanking. Once you have clicked on the link, the **Electronic Statement of Account Application** screen will show the accounts that you currently have with the Bank, that have the electronic statement of account service activated and / or those that are not subscribed to the service. You will have to check mark the account for which you want the service activated, and once you have checked it, click **Activate**.

Once you have selected the accounts you want subscribed to this service, a box will appear **Activating your statement of accounts into eStatements**, where the e-mail address that you registered with Santandernet eBanking will appear. You must verify the terms, conditions and disclaimers of this Agreement and make a check mark to confirm that you have read them. Otherwise, the system will not send the application.

Once the application is completed, a message will appear indicating the action taken.

The types of accounts that have the electronic statement of accounts service available through Santandernet eBanking are:

- Checking Accounts
- Saving Accounts
- Credit Card Accounts

If you have a line of credit linked to the checking account for which you requested the statement of account and / or electronic services and it is included in the statement of account that you currently receive, then both products will appear in the electronic statement of account. Likewise, if you have other saving accounts linked to the account included in the application to receive a combined statement of account, then these accounts will be included in the electronic statement of account requested and you will not receive paper statements for any of these accounts.

Your eligible account will remain governed by the terms and conditions established in each of its contracts / agreements, except in those cases, if any, that this Agreement establishes and the terms related to the statement in paper. In addition, each eligible account and the services of Santandernet eBanking are subject to:

- The terms or instructions that appear on your screen while using Santandernet eBanking.
- The rules, procedures and policies of the Bank that apply to each of the eligible accounts and to Santandernet eBanking.
- The rules and regulations of any fund transfer system used in relation to Santandernet eBanking.

- Transactions carried out in compliance with the provisions of this Agreement, are regulated by several federal laws, including the *Electronic Funds Transfer Act*, *Truth in Savings Act*, *Fair Credit Billing Act*, and the *Truth in Lending Act*, among others. Also by laws and regulations of the Commonwealth of Puerto Rico.
- The application forms received from branches can take up to 72 business hours to activate and it only applies to savings accounts.

## E-MAIL ADDRESS

After accepting the option to receive your Statement of Accounts electronically, a monthly notification will be sent to the e-mail address registered in Santandernet eBanking, letting you know that your Statement of Account is already available on line.

Remember that it is your responsibility to have a valid e-mail address registered in Santandernet eBanking for your accounts. If that is not the case, you can update it in Santandernet eBanking at any time by accessing the “**Profile**” tab on the top menu and then selecting the “**Change e-mail**” option. You will also be able to make the change when you activate an account after having clicked on the link that reads ***Press here to make your statements a Green Statement***, in the tab ***Activating your Statement of Accounts into eStatements*** and click on the link that appears next to your e-mail that reads “**Edit email**”. If you do not have a valid or updated e-mail address, we will not be able to provide you the reminders of your electronic notifications. However, your periodic statements (notifications, disclosures, Statement of Accounts) will continue to be available on line, as you requested.

It is important that you place the Banco Santander Puerto Rico e-mail address ([Postmaster@santander-ebanking.com](mailto:Postmaster@santander-ebanking.com)) in your list of contacts to avoid that the monthly notification that indicates that your electronic Statement of Account is available be forwarded to your “spam mail”. Remember to verify often that your e-mail account is not full.

## WITHDRAWAL OF CONSENT

You have the right at any time to withdraw your consent to receive electronic notifications and start receiving paper statements again. You will be able to make this change by accessing Santandernet eBanking, clicking on the link that read: ***Press here to make your statements a Green Statement*** and select the link that reads: ***Other options for your electronic Statement of Accounts*** or you can find out more through Home Banking at (787) 281-2000 / 1-800-726-8263. This change will be effective 30 days after your request.

## COPIES

You can print or download the following information to your own system: the Electronic Statement of Accounts of your checking, savings and / or credit card accounts for the last three (3) months; the Disclosures and Account Notifications for a period of three (3) years; as well as the Electronic Statement of Account Agreement, the Rights and Responsibilities Summary and the Credit Card Contracts (American Express, Visa and MasterCard) will be available indefinitely. There are no charges if you download the information from your own system.

In addition to this, you still have the right to receive any notification or disclosure on paper, as well as a copy of checking, savings and / or credit card Statement of Accounts that are no longer available in Santandernet eBanking, if you wish.

In this case, there will be a charge for every page in paper of the checking and / or savings Statement of Account requested and for every page requested of the credit card Statement of Account. You can find the details of these charges in the information brochure «Price Disclosures» available in the Credit Card section, of the link ***Disclosures and Account Notices***, located in the bottom part of the Santandernet

eBanking screen. To request these copies, you can contact Home Banking at (787) 281-2000 / 1-800-726-8263.

## **TO ACCESS SANTANDER eBANKING**

- Secret "PIN" Number

To access an eligible account using Santandernet eBanking, you will have to contact the Home Banking service at (787) 281-2000 / 1-800-726-8263, where a provisional password (hereinafter "PIN") will be assigned and you will be instructed on how to change that password using the automated touch tone system of our Home Banking service. This number will allow you access to your bank accounts through Santandernet eBanking and Home Banking, along with another method to authenticate. The PIN number can be changed in the Santandernet eBanking Password Change screen, or through the Bank's automated touch tone Home Banking services. For security reasons, we recommend you to change your PIN number regularly, memorize it and do not write it anywhere. It is your responsibility to protect the confidentiality of your PIN number and your personal account information. Do not give your PIN number to anybody. When you subscribe to Santandernet eBanking services, you will have to provide certain information that must be verified and authenticated.

- Other Services

Other fees, as stipulated in the agreement and disclosures of any account that is subscribed to this service, might apply for the services provided by Santandernet eBanking. Some services and transactions might have an additional charge per transaction. These charges will be disclosed on the page where you will perform the transaction, as the case may be. The Bank is not responsible for the charges of your Internet service provider. These charges are not part of the Santandernet eBanking services.

- Problems with the System

At times, the Santandernet eBanking system may not be available due to service maintenance or circumstances that are beyond the Bank's control. In situations like these, you may use our Home Banking system, our network of ATMs or any of the Bank's branches for information on any of your eligible accounts.

- Errors or Questions

In case of errors or questions regarding Statement of Accounts, you must contact customer service or mail the claim to the Bank at the corresponding address:

- Checking and / or Savings Account

Banco Santander Puerto Rico  
Electronic Transfers Division  
PO Box 362589  
San Juan, Puerto Rico 00936-2589

- Credit Cards

Banco Santander Puerto Rico  
Investigations / Clarifications Department - 968  
PO Box 362589  
San Juan, PR 00936-2589

- For Additional Information

For additional information related to the applicable procedure used to solve electronic transfer errors, please refer to Appendix A of the Electronic Fund Transfer Disclosures that appear in the Deposit Accounts Agreement and Other Bank Services.

- Responsibilities

You must complete the application by specifying for which accounts you want this service. If you have additional accounts, you must complete the necessary additional applications.

The Bank or any third party involved in the origination or forwarding of services will not be responsible for any direct, indirect, incidental, consequential or punitive damages that may result from access to, or use of the service. The Bank will not be responsible for any damages or viruses that could affect computer equipment or any other property as a result of accessing, using, or downloading programs from the Internet service page through [www.santandernet.com](http://www.santandernet.com).

The Bank reserves the right to cancel or suspend service of any contract at any given time, with previous notification.

### **COMPUTER REQUIREMENTS TO ACCESS SANTANDERNET eBanking**

- A printer or sufficient disk space in the computer to save copies of the documents.
- Internet access and an Internet browser with 128-bit encryption.
- An Adobe ® Reader® version of 6.0 or more.
- MS Internet Explorer 6.0 or a more advanced version or Netscape Communicator 4.7 or a more advanced version.

#### Windows:

- ✓ *Windows XP, Vista and 2000: Adobe ® Reader ®, version 6.0.1 or higher*
- ✓ *Windows NT: Adobe ® Reader ®, version 6.0.1 and 7.0.9*
- ✓ *Windows ME and 98: Adobe ® Reader ®, version 6.0.1 only*
- ✓ *Windows 95: Adobe ® Reader ®, version 5.0.5 only*

#### Macintosh:

- ✓ OS 9: Adobe ® Reader ®, version 5.0.5 only
- ✓ OS 10.2 and 10.3: Adobe ® Reader ®, version 6.0.1 and 7.0.9
- ✓ OS 10.4, Adobe ® Reader ®, version 8.1 only

### **Summary of Rights and Responsibilities in Accordance with the Provisions on Disclosures of Electronic Funds Transfers**

Banco Santander Puerto Rico (the Bank) provides this Summary of rights and responsibilities in accordance with the provisions listed in Appendix A of the Disclosures on Electronic Funds Transfers that appears in the Deposit Accounts and Other Banking Services Agreement, which you subscribed with the bank and received a copy.

1. Right to Receive Documentation or Verification Regarding the Transfers.

Statement of Account – You will receive from the Bank a monthly statement which reflects all transactions processed by the Bank and the dates they were processed.

2. Business Days - Bank Business days are Monday through Friday, excluding holidays.

Even though we offer services to the public some Saturdays, Sundays and holidays, these are not considered business days.

3. Responsibilities for Unauthorized Transfers or Theft, Loss or Misplacement of Number

Secret Personal Identification or Access Card - If you think the Secret Personal Identification Number has been used, or can be used by a person not authorized by you to transfer funds from your accounts, you must notify us immediately. The quickest way to put us on notice and reduce the potential loss is by a telephone call. You can lose all the funds deposited in the accounts and the total amount of credit available under an affected credit line. If you notify us within a period of two (2) business days from the date you were aware of the theft, loss or unauthorized use of the Secret Personal Identification Number, or instrument or access card, you will only be liable up to the amount \$50.00 for the unauthorized use of the instrument or access card.

If you do NOT notify us within two (2) business days from the date you were aware of the theft, loss or unauthorized use of the Secret Personal Identification Number, or instrument or access card, your responsibility will not exceed the lesser of \$500.00 or the sum of: (i) \$50.00 or the amount of unauthorized transfers that occur within two (2) business days, whichever is less, and (ii) the amount of unauthorized transfers that occur after the close of two (2) business days and before notice to the Bank, provided the Bank establishes that these transfers would not have occurred if you had notified the Bank within that period of two (2) days. If your statement of accounts reflects transfers made by any means not authorized by you, you must notify us immediately. If you DO NOT notify us within sixty (60) calendar days following the mailing of the statement in question and the Bank can prove that we would have prevented the unauthorized use by receiving your notification on time, you are not entitled to any reimbursement for transfers or withdrawals made after the expiration of that period. If any meritorious reason such as seclusion in a hospital or an extended trip outside of Puerto Rico prevents you from notifying us in a timely manner, we can extend the time periods indicated above.

You can communicate with us immediately by calling (787) 281-2000 (Metropolitan Area) or 1-800-726-8263 (Island) and confirm in writing to the following address for:

- o Checking and / or Savings Statement of Accounts

Banco Santander Puerto Rico  
Electronic Transfers Division  
PO Box 362589  
San Juan, PR 00936-2589

- o Credit Cards Statement of Accounts

Banco Santander Puerto Rico  
Investigations / Clarifications Department - 968  
PO Box 362589  
San Juan, PR 00936-2589

4. Verification and Transfer of Funds Process.

Transfer of Funds made on holidays and after 2:30 pm during business days will be processed during the next business day.

5. Informing Third Parties regarding your Accounts. The Bank only discloses information regarding your accounts or transfers you have made:

- (A) To verify the existence and condition of your account to third parties, such as a credit reporting agency or business;
- (B) To comply with orders issued by the court or government agencies;
- (C) When necessary to complete or process transfers;
- (D) Or when you have consented in writing.

6. Bank's Responsibilities for Failure to Process Transfers. If the Bank does not complete on time an electronic fund transfer to or from your account or for the correct amount according to our contract with you, we will be liable for your losses or damages. However, there are some exceptions. We are not liable in the following instances:

- a. If for some reason you do not have sufficient funds in your account to effect the transfer.
- b. If the transfer exceeds the available funds in the account.
- c. If the system used for transfers is not working properly and you were aware of the breakdown when you started the transfer.
- d. If you did not notify us previously of the theft, loss or unauthorized use of your secret personal identification number or your instrument or access card.
- e. If fortuitous circumstances, such as fire or flood, prevent the transfer despite reasonable precautions taken by the Bank.
- f. If the funds in the account are subject to legal proceedings, restriction or embargo that prevents the transfer of funds.

## 7. Amendments

The Bank reserves the right to amend the terms and conditions set forth in this Appendix. Any amendment that results in the imposition of or increase in charges, increase in its responsibilities, reduction of available services, or further restrictions on the frequency or amount of transfers permitted, will be notified in writing to you within twenty (21) calendar days prior to the effective date of the option of the Bank or will be published in the bulletin boards at the Bank branches and offices. The Bank does not need to give notice if an immediate change to the terms and conditions is necessary to maintain or restore the security of an account or an electronic transfer funds system. If the Bank makes such a change permanent and disclosure would not compromise the security of the account or system, the Bank will notify you in writing or with the next statement of account or within thirty (30) days after the change has been made permanent.

## 8. Procedure Applicable to Resolution of Errors in Electronic Transfers.

8.1 If you believe that your statement of account or receipt issued by the automatic cashier (ATM), or the point of sales terminal (POS), or the notice received to confirm a transfer of funds by any means is incorrect, or if you need additional information regarding a transfer reflected in the statement or receipt or notice, the Bank must receive your written or oral communication on or before sixty (60) calendar days from the date we sent you the notice or statement of account, or the date of the notice in which the error or problem alleged by you first appeared.

8.2 In case of errors or questions regarding your electronic transfers, please call us immediately at (787) 281-2000 (Metropolitan Area) or 1-800-7268263 (Island) and confirm in writing as soon as possible to:

Banco Santander Puerto Rico  
Electronic Transfers Division  
P.O. Box 362589  
San Juan, PR 00936-2589

When contacting the Bank you must provide your name and account number, describe the error or the transfer on which you have doubt, include the date and reference number of the statement, the dollar amount of the alleged error or question and a clear explanation of why you believe there is an error or why you need additional information.

8.3 If you communicate verbally with the Bank, you have to submit your complaint or question in writing within ten (10) business days following your communication.

8.4 If the transaction or transactions that originate the error or doubt activates your reserve credit line, we can not make collection efforts with respect to the amount claimed nor report that it is in arrears, after receiving your written complaint. However, we will continue to send, periodically, the statements of accounts in which will be reflected the amount claimed as well as the financing charges and apply that amount against your credit limit. Notwithstanding the foregoing, you shall be obligated to pay that portion of your bill that is not part of your complaint.

8.5 If it is determined that we made a mistake on your invoice, you will not have to pay finance charges on the amount claimed. If it turns out that we have not made a mistake, you will have to pay finance charges on the amount claimed and will have to cover any required minimum payment on the amount claimed. In any case, we will notify you in writing how much you owe and the due date.

8.6 The Bank will inform you the results of the investigation conducted within a period of ten (10) business days following the date that you contacted the bank and will correct any errors identified as soon as possible. If the Bank determines that there was no error, we will send you a written explanation within three (3) business days after completing our investigation. However, if the Bank requires more time to investigate your complaint, the Bank may take up to forty-five (45) calendar days. If the Bank receives your written complaint within ten (10) business days, we will credit your account temporarily for the amount you have claimed and in this way you can have the use of that amount during the time it takes the Bank to complete the investigation. If the Bank does not receive your written complaint within ten (10) business days, your account will not be credited as indicated above.

8.7 If a notice of error involves new accounts, an electronic funds transfer made through a Point of Sale (POS), a debit card or a case of an electronic funds transfer made abroad, the time it may take the Bank to complete its investigation will be ninety (90) calendar days instead of forty-five (45) calendar days. If it's a new account, the Bank may take up to twenty (20) business days to credit your account for the amount that you have claimed as an error. You may request copies of the documents that we used in our investigation.

8.8 If the Bank determines that there was no error and had provisionally credited your account, we will debit your account for the quantity or provisional amount of the credit and will inform you five (5) business days prior to effecting such debit.

**IMPORTANT NOTICE:** The provisions of the Electronic Funds Transfer Law apply exclusively to consumers, that is, natural persons as defined by this Law.