

# E-Sign Consent



## Consent to Use Electronic Records and Signatures and Receive Electronic Communications and Disclosures ("E-Sign Consent")

As part of your relationship with us, we want to ensure you have all the information you need to effectively manage your accounts. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. However, with your consent, we may instead provide this information to you electronically. We also need your general consent to use electronic records and signatures throughout our relationship with you. So, before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined below.

In this E-Sign Consent:

- "We," "us," "our," "Openbank," and "Openbank by Santander" means Openbank by Santander, a division of Santander Bank, N.A.
- "You" and "your" refers to the person giving this E-Sign Consent, and also each account owner (including a business or corporate entity), authorized signer, authorized representative, delegate, product owner, and/or service user identified on any Openbank Product (as defined below) that you apply for, use, or access.
- "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, Tax Documents (as defined below), and other information we provide to you, or that you sign, submit, or agree to at our request.
- "Electronic Service" means each and every Openbank Product we offer that you apply for, use, administer, or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- "Openbank Product" means each and every account, product, or service we offer that you apply for, own, use, administer or access, either now or in the future, that is associated with Openbank by Santander. Openbank Products do not include accounts, products, or services opened outside of Openbank by Santander, including those opened with Santander Bank, N.A. in a retail branch. Openbank Products include Electronic Services.
- "Tax Documents" mean all tax forms that we are permitted to deliver via electronic delivery, including, but not limited to, forms in the 1098, 1099, 1042, and 5498 series.
- The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive.

## **1. Your Consent to Use Electronic Records and Signatures**

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). We may also use electronic signatures and obtain them from you as part of our transactions with you. The means we require for obtaining your electronic signature may take the form of requiring you to re-authenticate your identity, provide a unique identifier, type your name into a specific field, render a digital simulation of a hand signature, select a check box and submit such choice, or another method not described here.

Electronic Records may be delivered to you in a variety of ways, as described herein, and in other agreements we may have with you from time to time. Although you are consenting to receive all Communications electronically, there may be instances in which you may request, or we may opt, to send you a Communication in paper form only.

We may always, in our sole discretion, provide you with any Communication via paper at the mailing address you provide, even if you have chosen to receive it electronically.

Sometimes you may need to give written notice to us. You must still provide such notice to us on paper, unless we specifically tell you how you may deliver the notice to us electronically.

You understand that, by consenting to this E-Sign Consent, you agree to receive electronic delivery of your Tax Documents, unless prohibited by law. Please see the section titled "Additional Tax Document Information" for further details.

## **2. How We Deliver Electronic Records**

We may provide Communications by any electronic means, such as by posting a Communication on Openbank's website, by email, by access to a website we designate to you by email, or by requesting that you download a PDF file containing a Communication. We will provide all Communications 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 Communications. We will provide the opportunity for you to download and/or print any or all of the Communications and we urge you to do so in order to retain a copy for your future reference.

## **3. Requests for Paper Copies**

If we provide Electronic Records to you and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Openbank Product related to the Electronic Record. You may have to pay a fee for the paper copy of any Electronic Record unless charging a fee is prohibited by applicable law or waived by us. Please refer to the applicable statement or agreement for any fee that may apply for paper copies.

#### 4. Your Consent Covers All Openbank Products, Policies and Disclosures

Your consent covers all Communications relating to any Openbank Product, including Openbank Products that you may acquire in the future. Your consent remains in effect until you give us notice that you are withdrawing it. This consent includes, but is not limited to:

- This E-Sign Consent and any amendments;
- The Openbank by Santander [Digital Banking Agreement](#), other service or user agreements for online access to our Electronic Services, and all amendments to any of these agreements;
- All of the Communications related to any Openbank Product, except for any excluded by the terms of this E-Sign Consent;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Openbank Products;
- Privacy notices, adverse action notices, notices regarding late or delinquent payments, notices regarding accounts in default or accounts in collection, and notices regarding returned deposit items or overdrafts;
- Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees, or credits or refunds we may owe you;
- Tax Documents;
- Notices of amendments to any of your agreements with us; and
- Other disclosures and notices that we are legally required to provide to you or choose to provide to you in our discretion.

This E-Sign Consent does not apply to or affect accounts, products, or services opened outside of Openbank by Santander, including those opened with Santander Bank, N.A. in a retail branch. If you have other relationships with Santander Bank, N.A. that are not covered by this E-Sign Consent, please refer to Santander Bank, N.A.'s [E-Sign Consent](#) for information about how electronic records and signatures apply to those relationships. In the event of any conflict or ambiguity between this E-Sign Consent and any other document that you have agreed to with Santander Bank, N.A., the terms of this E-Sign Consent shall control and supersede.

## 5. How to Withdraw Consent to this E-Sign Consent

You have the right to withdraw your consent to this E-Sign Consent at any time. Your withdrawal will become effective after we have had a reasonable opportunity to act upon it, and such withdrawal will not affect the legal effectiveness, validity, or enforceability of the Communications and Electronic Records that were provided to you before your withdrawal became effective. Withdrawing consent will cause any Communications to be mailed to you, and you may incur a paper statement fee. If you withdraw consent to this E-Sign Consent or decline to consent to an updated version of this E-Sign Consent that we may present to you in the future, we will close your Openbank Product account(s), terminate your access to Electronic Services (including access to accounts via our website or mobile application), and may end our customer relationship with you. If you withdraw your consent before receiving a Openbank Product, this may prevent you from obtaining that product.

Depending on the terms of your Openbank Product, you may lose certain benefits or rate discounts as a result of withdrawing consent. There is no fee for the act of withdrawing consent.

To withdraw your consent to this E-Sign Consent, you must contact us at 833-833-8305.

If you have previously withdrawn consent for a different account, product, or service offered by Santander Bank, N.A., your consent to this E-Sign Consent will remain in effect unless you separately withdraw your consent to it.

## 6. Additional Tax Document Information

By consenting to this E-Sign Consent, you agree to receive electronic delivery of your Tax Documents. The following terms apply to the electronic delivery of Tax Documents:

- You are not required to receive Tax Documents in electronic form. To receive Tax Documents in paper form only, you may change your delivery preferences via online banking or by writing to us at Santander Bank, N.A. -Tax and Control Reporting, PO Box 841001, Boston, MA 02284. Your change of delivery preference will become effective after we have had a reasonable opportunity to act upon it. We will not close your Openbank Product account or terminate your access to Electronic Services if you choose to receive Tax Documents in paper form.
- We may provide some or all Tax Documents to you in electronic form, unless prohibited by law. Tax Documents will remain available to you from January 31 or February 15, as applicable, of the relevant year until October 15 of that year (or next business day if October 15 falls on a weekend or holiday), although we may make Tax Documents available electronically for a longer time. We may stop providing new Tax Documents to you in electronic form at any time.

- If we provide any Tax Documents to you in electronic form, we will notify you when such Tax Documents become available and provide directions on how to access and print the documents. We may provide that notice to you in electronic form, such as by email.
- To request a paper copy of any Tax Documents, please contact us at 833-833-8305.

If there is any conflict between other sections in this E-Sign Consent and this section, this section will control as to Tax Documents.

## **7. Keeping your Email or Electronic Address Current**

You must promptly notify us of any change in your email or other electronic address, including any means of contact via mobile, cellular, or smart phone device. Sign on to the Openbank website or mobile application and change the email address on record for you. There may be other, special Openbank Products for which we provide separate instructions to update your email or other electronic address.

If we deliver Communications to you using the information we have on file, you will be deemed to have received the Disclosures, even if our message is returned to us by an Internet service provider as undeliverable.

## **8. Necessary Hardware and Software**

To receive Electronic Records, you must have:

- a mobile device using a Current Version (defined below) of an iOS or Android operating system;
- a Current Version of our mobile application;
- a device with a Current Version of an Internet browser we support;
- an Internet connection;
- a currently-supported version of a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader); and
- an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher and us. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Electronic Services. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies to support printing and quick transfer functionality.

## **9. Changes to Hardware or Software Requirements**

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. By continuing to use our Electronic Services after receiving notice of the change, you are reaffirming your consent.

## **10. Federal Law**

You acknowledge and agree that your consent to this E-Sign Consent is provided in connection with a transaction affecting interstate commerce, that it is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent permitted by law.

## **11. Acceptance and Consent**

By consenting to this E-Sign Consent, you acknowledge that you have read, understand, and agree to be bound by the terms and conditions contained in this E-Sign Consent, and you consent to receive Communications and execute documents via electronic delivery according to the processes described herein. You represent that you are authorized to provide consent, as well as electronic delivery elections and instructions, on behalf of all co-applicants for, and co-owners of, any Openbank by Santander product or service. Openbank by Santander and its agents will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the product or services provided pursuant to this E-Sign Consent. Communications may contain important information and disclosures concerning your accounts or Services and you agree to review such Communications in a timely manner.

**Please download or print a copy of this E-Sign Consent to retain a copy for yourself.**