

ONLINE AND MOBILE BANKING AGREEMENT



Thank you for using Sovereign Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 72080. To cancel, text "STOP" to 72080 at anytime. In case of questions please contact customer service at 405-275-8830 or visit www.banksovereign.com.

Terms and Conditions

Program

Sovereign Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

How to Reach Us: You can contact us at 405-275-8830, or send a text message with the word "HELP" to this number: 72080. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 72080. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Sovereign Bank or any service provider.

Sovereign BANK

833.782.6500 | banksovereign.com | Member FDIC

Privacy and User Information

You acknowledge that in connection with your use of Mobile Banking, Sovereign Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Sovereign Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Sovereign Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use.

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Sovereign Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Sovereign Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate;

(vii) any material that would expose Sovereign Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Consent to Provide Electronic Communications

As part of Online Banking enrollment, you consented to the Electronic Delivery of Bank Documents/Notices Consent and Agreement which allows us to provide you with account-related communications electronically. Pursuant to this consent, we will deliver these communications electronically by either posting the communication to your online banking secure mailbox or to our website, sending it to your email address or by other electronic means. You are responsible for providing us with a valid e-mail address to accept delivery of electronic communications and you must notify us of any changes or updates to your email address. You agree that once we email or post the communications within our website, we have delivered the Communications to you in a form that you can retain. You have the option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet or mobile device.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

MOBILE DEPOSIT CAPTURE USER AGREEMENT AND DISCLOSURES (“AGREEMENT”)



This Agreement contains the terms and conditions for the use of Sovereign Bank’s Mobile Deposit Capture services. Other agreements you have entered into with Sovereign Bank governing your account, are incorporated by reference and made a part of this Agreement.

Limitations of Service

When using this Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

The Bank makes no warranties that the Mobile Deposit Capture Service will be error free, secure, and uninterrupted – you agree that the use of the Mobile Deposit Service is at your own risk and on an “as is” basis.

We reserve the right to deny access to the use of our Mobile Deposit Capture Service without prior notice if it is unable to confirm your authority to access the Mobile Deposit Service or we believe such action is necessary for security reasons. We reserve the right to change, suspend or discontinue this Service, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software

In order to use this Service, you must obtain and maintain, at your own expense, a remote device, or other hardware and software necessary for any other eligible device Sovereign Bank may designate in the future. If Sovereign Bank designates any additional eligible devices, such eligible devices will be indicated on the Sovereign Bank website. Sovereign Bank assumes no responsibility for defects, failures or incompatibility of any equipment used in connection with the Service, including any third-party software you may need to use the Service. Any third-party software is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

Deposit Limits

We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Eligible Items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks payable to others (even if endorsed over to you);
- Checks payable to more than one payee (even if endorsed by the other payee);
- Traveler's checks or money orders;
- Demand drafts or Remotely created checks (i.e. checks lacking the original signature of the person authorizing the check);
- Substitute checks (i.e. paper checks created from an electronic image);
- Checks or items containing obvious alteration to any of the fields on the front of the check or authorized by the owner of the account on which the check or item is drawn or are irregular in any way (e.g. where the numerical and written amounts are different);
- Checks that have been previously returned unpaid for any reason;
- Checks that are postdated or more than six (6) months old;
- Checks drawn on a foreign financial institution or payable in a foreign currency;
- Checks drawn on another account owned by you
- Checks you suspect may be fraudulent or not properly authorized
- Checks that exceed the maximum daily limit set forth below;
- Checks which are otherwise not acceptable under the terms of your Account Agreement

Sovereign Bank's processing of any of the checks described above shall not obligate it to continue that practice and it may stop doing so without cause or prior notice. Additionally, Sovereign Bank may refuse any check for deposit, with or without cause.

Hours of Operation; Processing Cut-off Hour; Location where your deposits are considered made

The Service can be utilized by you 24 hours a day, seven days a week, except when the Service is unavailable due to needed maintenance or system outages. The Bank is not responsible for the unavailability of the Mobile Deposit Capture Service or any damages that may result from its unavailability.

Images of Eligible Checks and associated deposit information within the established deposit limits received for processing by the Bank after 3:00 pm CT on a business day or on a Saturday, Sunday, or Bank holiday will be processed on the next business day.

Confirmation of Receipt of Check Images

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission.

Availability of Funds

Funds from deposits via the Mobile Deposit Capture Service are generally available to you on the next Business Day after your deposit is received. All deposits are subject to verification and can be adjusted upon review.

In some cases, the Bank may not make funds from these deposits available in accordance with this general policy. Should this occur, a notice will be sent to you by the next Business Day as to when your funds will be made available.

In the event the Bank receives a check image for deposit where it has reason to doubt the collectability of that deposit, the Bank may delay the availability of that deposit for a reasonable period of time until the item is either paid or returned. In such cases, the Bank will notify you of this action

Image Quality

The image of an item transmitted using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Check Endorsement Requirements

Prior to scanning any check through the Service, you agree to restrictively endorse the original check "For Deposit Only, Sovereign Bank, account# _____" or as otherwise instructed by Sovereign Bank. You agree to follow all other instructions provided to you by the Bank for capturing and transmitting check images and associated deposit information via the Service.

Storage and Destruction of Original Checks

Please keep your paper check until the deposit is posted to your account.

Upon receipt of a confirmation that we have received and processed the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" or properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Sovereign Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for audit purposes.

Errors

You agree to notify Sovereign Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify Sovereign Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Sovereign Bank for such alleged error.

Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in Sovereign Bank's sole discretion subject to the depository Agreement and Disclosures governing your account.

DISCLAIMER OF WARRANTIES: You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties or merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely secure, or error free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

LIMITATION OF LIABILITY: You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use, or the inability to use the services incurred by your or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if has been informed of the possibility thereof.

User Warranties and Indemnification

You represent and warrant the following with respect to each image of a check that you transmit through the Service:

You will only transmit eligible items.

Images will meet the image quality standards.

You will not transmit duplicate items.

You will not deposit or represent the original item.

All information you provide to Sovereign Bank is accurate and true.

You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless Sovereign Bank from any loss for breach of this warranty provision.

Returned Items and Right of Chargeback

If any image of a check you deposit is dishonored or otherwise returned unpaid by the institution upon which it is drawn, you understand that the Bank will return the check to you in the form of a substitute check. If you decide to redeposit the returned check, you may only redeposit the substitute check by taking that check to a Sovereign Bank branch. You may not deposit the original check. Your account will be charged back the amount of the check in addition to any applicable fees in accordance with the terms of your Account Agreement.

Termination or Suspension of Mobile Deposit Capture Service

The Bank may terminate or suspend your use of the Service at any time. The Bank may terminate or suspend the Service without prior notice if the Bank, in its sole judgment, believes there has been a breach in the security of the Service, there has been unauthorized activity involving your account, you have engaged in activity that violates the terms of this Agreement, or there has been account activity resulting in an overdraft in any of your deposit accounts with the Bank. Should your use of the Mobile Deposit Capture Service be suspended, the Bank may, in its discretion, reconsider your account for eligibility to use the Service no sooner than six months after the suspension date.

Amendments

You agree that the Bank may change the terms and conditions of this Agreement as required by law or Bank policy. Unless otherwise required by law, the Bank may amend this Agreement without prior notice to you. If the Bank chooses to notify you of an amendment or is required to do so by law, the Bank may ask you to agree to an amended version of this Agreement electronically, or by mailing or delivering a separate notice, statement message, or electronic message to you at the last address on file for you.

Governing Law

This Agreement shall be governed by federal laws and regulations. To the extent such laws and regulations do not apply, this Agreement is governed by the laws of the state of Oklahoma.

VII. Additional Provisions for Business Customers Only

Security Procedures

By using our Online Banking Services, you acknowledge and agree that the security procedures for electronic banking transactions set forth herein are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use, and we had a reasonable opportunity to act on such notice.

VII. Additional Provisions for Consumer Accounts Only

Liability for Unauthorized Use (Consumers/Personal Accounts Only)

Tell us at once if you believe your Online Banking password has been compromised or if someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus any amount available under your overdraft protection, if applicable).

If you authorize someone else to use your Access ID and password, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorize.

In Case of Errors or Questions About Your Electronic Funds Transfers

In case of errors or questions about your electronic funds transfers ("EFTs"), or if you think your statement or receipt is wrong or if you need more information about an EFT listed on your account statement or receipt, contact us in the manner stated in the How to Reach Us section of this Agreement. We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared. We will need you to provide us the following information.

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days [twenty (20) Business Days for new accounts] 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 [ninety (90) days for new accounts] 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 to put your complaint or question in writing and we do not receive your letter within ten (10) Business Days, we reserve the right to not provisionally credit your account.

We will tell you 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.

Fees and Charges

The transactions you conduct pursuant to this agreement may also result in the imposition of fees or charges to the same extent as would have been the case had the transaction been conducted in another manner. These fees and all other fees and charges are described in our Schedule of Fees, which is separately available upon your request.

You are responsible for connectivity and Internet service fees you incur with your use of the Service.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Sovereign Bank Mobile Banking that is currently available for most devices that have a fingerprint scanner. To use Touch ID on your Apple device, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Touch ID can only be associated with one Mobile Banking username at a time on a device. Fingerprints are stored on your device only and Sovereign Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Sovereign Bank Mobile Banking. Sovereign Bank reserves the right to suspend or disable this feature at any time. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime from the Services menu within Sovereign Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc.

Card Controls Terms

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Sovereign Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Sovereign Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Sovereign Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Sovereign Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Card Management Additional Terms

The card management feature is offered by SOVEREIGN BANK (referred to herein as "CardHub", "us", "we" or "our") for use by SOVEREIGN BANK cardholders. SOVEREIGN BANK's card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled SOVEREIGN BANK card(s) via the card management feature. Those activities may include the ability to but not limited to:

Register the card

Activate and deactivate the card

Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")

Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")

View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)

Report Your card as lost or stolen

Review Your spending by merchant type and/or by month

View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to SOVEREIGN BANK and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at [http://maps.google.com/help/te... Html](http://maps.google.com/help/te...) and the Google Legal Notices found at <https://www.google.com/help/le...> such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, Sovereign Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

SOVEREIGN BANK reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in SOVEREIGN BANK's card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“Event”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“Notification”) is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “Commands”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. SOVEREIGN BANK does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither SOVEREIGN BANK nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither SOVEREIGN BANK nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. SOVEREIGN BANK, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

Sovereign Bank Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Sovereign Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Sovereign Bank account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Sovereign Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Sovereign Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Sovereign Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 72080 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Sovereign Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 72080. In case of questions please contact customer service at (405) 275-8830. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Sovereign Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Sovereign Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Sovereign Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Sovereign Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Sovereign Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

We invite you to print a copy of this Agreement and retain it for your records. You may also request that a copy of this Agreement be mailed to you by contacting customer service at 405-275-8830 or visiting www.banksovereign.com.