

Santander Connect Online And Mobile Banking Service

Effective from 19 June 2023

Introduction and access to the Services

These terms and conditions govern Your Use of Santander Connect Online and Mobile Banking and the services including any additional services that We will provide to You.

In order to use Santander Connect Online and Mobile Banking You will need to have and maintain a corporate current account with Santander. You may use Santander Connect Online and Mobile Banking to authorise certain logons and transactions including in respect of payment initiation through TPPs, view Your accounts, balances and transactions, to make payments across Your accounts with Santander and to use such other facilities and services as we may from time to time make available through Santander Connect Online and Mobile Banking. Any Third Party Accounts that You wish to access using Santander Connect Online and Mobile Banking must meet certain criteria as set out in these terms and conditions.

This Agreement (as defined below) should be read together with the information contained in the Online Help Facility, the Online Banking Application Form and the Santander Account Terms and Conditions applicable to the account (**Account Terms**).

To access Santander Connect Online You must always do so through Our website at santandercb.co.uk. Specific conditions may apply to Your use of Our website. If there is a conflict between these terms and such conditions in respect of Your use of Santander Connect Online, these terms and conditions shall prevail.

Please read this Agreement carefully and keep it in a safe place as You may need to refer to it in the future. You can request a copy of this Agreement, the Account Terms and full details about Our Santander Connect Online and Mobile Banking Service at any time by contacting Your Relationship Director or through Our Santander Connect Help Desk. You can also find this information on Our website at santandercb.co.uk.

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General Terms

1 Definitions

1.1 In these terms and conditions, the following terms have the following meanings

Access Permissions means the level of authority delegated by You (or an Authorised Administrator on Your behalf) to an individual Authorised User and governing their ability to generate, approve and submit Instructions;

Account (s) means those accounts admitted for use in the Service from time to time in accordance with clause 6 of these terms and conditions) that (i) You hold with Us and (ii) any account You are authorised to operate on behalf of another legal entity in accordance with clause 10 (a "Third Party Account") in each case above as We agree to register for use in connection with the Service subject to the terms of this Agreement

Additional Services means any additional services that We make available and agree to provide to You from time to time (including without limitation the IPT Service) in each case which shall be subject to the terms and conditions of this Agreement and any additional terms expressly governing that additional service

Agreement means these terms and conditions and any Appendices to these terms and conditions together with any obligations set out in the Online Help Centre Facility, the Santander Connect Online and Mobile Banking Application Form, the Account Terms and any other documents referenced in each of those documents, in each case as amended, supplemented or varied from time to time

Anti-Money Laundering requirements means those checks, investigations, monitoring and any other actions taken for the purpose of establishing compliance with all applicable money laundering statutes and any rules or regulations thereunder

Applicable Law means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits, regulatory licenses and any applicable orders or decrees of any governmental authority, agency or court, in each case which are in force from time to time

App Store means, as applicable, each of the Apple app store, Google Play store or other application stores where We make the Mobile Banking App available from time to time

Authorised Administrator means any one of the individuals appointed by You and approved by Santander to be an Authorised Administrator who shall be authorised to access and use the Service on Your behalf; details of the Authorised Administrator(s) shall be set out on the Online Banking Application Form and may be amended from time to time by You in accordance with the Mandate

Authorised Persons means any Authorised Administrator or Authorised User

Authorised User (also referred to as the **Corporate User** on Santander Connect Online and Mobile Banking) means any individual appointed by the Authorised Administrator to be an authorised user of Santander Connect Online and Mobile Banking and the services

Business Day means any day other than a Saturday, Sunday or a public holiday in England.

Equipment means the hardware and software requirements specified in the Online Help Centre Facility that must meet the technical specifications set out in the Online Help Centre Facility in order to access Santander Connect Online and Mobile Banking and to use the Services which shall include any Mobile Devices or security devices that You or Your Authorised Persons require to access the Services

FAQs means the dedicated mobile banking section of the FAQs available at www.santandercb.co.uk and through the Mobile Banking as well as the relevant App Stores

Force Majeure means an event beyond the reasonable control of either party (including any act or omission of any third party, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network or, in the case of Santander, by Santander taking a Compliance Step

Helpdesk means the telephone helpdesk service We provide to assist You with the Santander Connect Online and Mobile Banking service, details of which can be found on Our website and within the Online Help Centre Facility. For information on call charges please see: www.santandercb.co.uk/get-touch/call-charges.

Information Booklet shall have the same meaning given to it in the Account Terms

Instruction means the instruction(s) sent by You or any of Your Authorised Persons acting on Your behalf using the applicable Security Credentials when using Santander Connect Online and Mobile Banking and that are received by Us through Santander Connect Online and Mobile Banking, including but not limited to any actual or purported advice, request, instruction, bulk payment instruction or communication addressed to Santander which is made by an Authorised Person to Us via the Services and which may relate to an Account

International Payments Tracker (or IPT) Service means the International Payments Tracker Service which is subject to this Agreement expressly including the terms and conditions set out in Schedule 1 (International Payments Tracker Terms and Conditions)

Loss or Losses means all direct and indirect losses (including any direct or indirect loss of profit), damages, fines, penalties, costs, expenses or other liabilities (including legal and other professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties)

Mandate means the mandate instruction contained in the Online Banking Application Form for the service

Mobile Banking means the service which allows access to certain functionality available in Santander Connect Online and Mobile Banking through the Mobile Banking App

Mobile Banking App means the Santander Connect UK Mobile Banking application

Mobile Device means any mobile electronic device that You use to access the service including but not limited to smart phone devices and tablet devices

One Trade Portal means the one trade portal provided by Us or Our affiliates and used to access the IPT Service through Santander Connect Online.

Online Banking Application Form means the application form signed by You requesting registration for the Santander Connect Online and Mobile Banking service.

Online Help Centre Facility means the online user guide which can be found within the Service which provides help and guidance on many aspects of the Service and, in relation to Mobile Banking, the FAQs

OTP means a one-time password that is made available to You or Your Authorised Persons acting on Your behalf through the Mobile Banking App, through a Security Device or through a Mobile Device (as applicable)

Sanctioned Country, Sanctions Laws and Sanctioned Person shall each have the meaning given to such term in the Account Terms.

Santander means Santander UK plc

Santander Connect Online means the Services available online through Our website at santandercb.co.uk

Santander Connect Online and Mobile Banking means the portal provided by Santander which You can log on to in order to access and receive and use the Services and for Santander to provide the Services to You (on behalf of You and Your Affiliates) in accordance with this Agreement and the Santander Connect Online and Mobile Banking Online Help Centre Facility

Santander Connect Online and Mobile Banking Amendment Request means a request made by one of Your Authorised Persons in the Connect system or via the Helpdesk to amend Authorised Persons or to add or remove Accounts to the list of accounts that may be used in conjunction with the Service

Security Credentials means the security information that Your Authorised Persons will need to access the Santander Connect Online and Mobile Banking service and any such other security information as We shall require from time to time including each time that You are sending Us Instructions. This shall include, but is not limited to, the Company ID, User ID, OTP, Log on password and the Security Device code that Your Authorised Persons will need to set themselves up to use the service

Security Device means the physical token that We may provide to Your Authorised Persons to access and use the services

Service(s) means the services to be provided by Santander through Santander Connect Online and Mobile Banking whereby You will connect to Santander Connect Online and Mobile Banking to provide Instructions and carry out Transactions and includes any Additional Services in relation to Accounts that We provide and You wish to receive and which can be accessed through Santander Connect Online and Mobile Banking (as may be further described in the Online Help Centre Facility and/or the FAQs from time to time)

TPP means a third-party payment provider which is authorised by law to access information and/or make payments on online payment accounts and to whom You have given consent to access information and/or make payments from Your Account

Transaction means a transaction carried out using Santander Connect Online and Mobile Banking in relation to either initiating payments, the management of cash balances on Accounts, obtaining statements and/or viewing balances on the Accounts or an Additional Service

User ID means the identification details which are provided to You (and/or Your Authorised Persons) as part of the Security Credentials

We, Our or Us means Santander UK plc as the provider of Santander Connect Online and Mobile Banking and the Services

You and Your mean the legal entity which is registered to use Santander Connect Online and Mobile Banking and the Services and which by signing the Application Form agrees to the terms and conditions set out in this Agreement.

Interpretation

- 1.2 In this Agreement, unless otherwise provided herein or the context otherwise requires:
- 1.2.1 a reference to a "clause" or an "Appendix" shall be construed as a reference to a clause of, or an appendix to, this Agreement;
 - 1.2.2 references to "this Agreement" or a provision thereof shall be construed as a reference to this agreement or provision as from time to time varied, amended, supplemented or replaced;
 - 1.2.3 references to any "statutory provision" shall be construed as a reference to such statutory provision as the same may have been, or may from time to time be, amended or re-enacted;
 - 1.2.4 unless indicated otherwise, a reference to a day means a period of 24 hours running from midnight to midnight and a reference to a "time of day" is to London time.
- 1.3 As between Santander and You, in the event of any conflict or inconsistency, the terms of this Agreement will prevail (but only in relation to the subject matter of this Agreement and to the extent necessary to resolve the conflict or inconsistency) over the terms of the Account Terms.

2 Service provided by Us

- 2.1 We shall provide You with access to Santander Connect Online and Mobile Banking in order that You may send Instructions and carry out Transactions in relation to the Accounts. Santander shall provide Santander Connect Online and Mobile Banking and the Services to You on the terms and conditions contained in this Agreement subject to Your compliance with Your obligations set out in this Agreement.
- 2.2 The functionality available to You through the Service may be limited to the features of the Accounts. Please see Your Account Terms for more details. Depending on Your chosen configuration and the type of service selected, there may be restrictions on aspects of the Santander Connect Online and Mobile Banking service, such as the number of Accounts which You may register and access via the Service and whether dual administration is available within the Service. We may also limit the value and type of payment instructions that You can send using the Service.
- 2.3 The specific functionality available to You through the Service may also differ when using Mobile Banking.
- 2.4 This Agreement governs Your use of Santander Connect Online and Mobile Banking for the purposes of Your business to:
- 2.4.1 view and receive statements, account balances (individually and across all of the Accounts), to carry out Transactions, to view the status of individual Transactions and to receive reports relating to the Accounts;
 - 2.4.2 send Instructions;
 - 2.4.3 authorise logon credentials and Transactions initiated through Connect online banking or other transactions initiated through a TPP;
 - 2.4.4 where We have agreed to make such functionality available, use the International Payments Tracker; and
 - 2.4.5 receive any Additional Services that it is agreed by Us that We shall provide to You.
- 2.5 If We make any Additional Services available from time to time, subject to the terms and conditions relevant to such Additional Services or functionality:
- 2.5.1 in relation to Santander Connect Online and the IPT Service, details of these Additional Services shall be set out in instructions and guidance, including any relevant user guides, available through the Online Help Centre Facility;
 - 2.5.2 in relation to Mobile Banking, subject to the terms and conditions relevant to such Additional Services or functionality, We will inform You of this through the FAQs.
- 2.6 Where you provide Instructions in relation to bulk payments within the Service, please ensure you follow the applicable guidance set out in the Online Help Centre Facility.
- 2.7 The Services shall be provided to You on satisfactory completion of the set-up requirements for You and Your Authorised Persons and any other requirements that You/ Your Authorised Persons must fulfil, including in relation to Equipment or Security Credentials which in each case shall be completed in accordance with the Online Help Centre Facility.
- 2.8 You may use the Services in relation to those Accounts that You have requested are made available in the Service either through the new account digital onboarding process or by contacting the Helpdesk (or in such other manner as We may permit from time to time) and that We agree to register for the Service as may be amended from time to time.
- 2.9 Santander does not guarantee the availability of the Service and accepts no liability arising from non-availability. We may suspend or withdraw all or any part of Santander Connect Online banking or the Mobile Banking App to carry out maintenance work. Where possible, We will notify You in advance of any suspension or withdrawal of services due to planned maintenance.

Your Obligations:

3 Access to the service

- 3.1 On completion of the set up requirements in accordance with the Online Help Centre Facility, You/Your Authorised Persons may start to use the Service and where applicable any Additional Service subject to the terms of this Agreement. This Agreement shall remain in force until terminated by either You or Us in accordance with clause 20.
- 3.2 The Service can either be accessed online or alternatively through Mobile Banking, by downloading the Mobile Banking App onto Your/any Authorised Person's Mobile Device. Terms specific to Mobile Banking are set out in clause 9. Please note that not all functionality available in Santander Connect Online Banking is available in the Mobile Banking App.
- 3.3 You shall ensure that Your/ Your Authorised Persons' Equipment meets the minimum specification as set out in the Online Help Centre Facility at all times. We may change the minimum specification You require to access the Service at any time, and We will always notify You of such a change in accordance with clause 7. If a change in specification results in Your Equipment becoming incompatible with the Service, You are responsible for replacing or modifying Your Equipment and ensuring Your Authorised Persons replace or modify their Equipment so that You can properly access the Service.
- 3.4 We will provide You/ Your Authorised Persons with the Security Credentials including the Log on password to enable You to access Santander Connect Online for the first time.
- 3.5 Each subsequent time that You/ Your Authorised Persons wish to use Santander Connect Online, You/Your Authorised Persons will need to use Security Credentials. You must ensure that You and Your Authorised Persons comply with all of the security requirements set out in these terms and in the Online Help Centre Facility and keep the Security Credentials in your possession secure and confidential at all times.
- 3.6 To login to Mobile Banking You/Your Authorised Persons will need to register their mobile phone numbers in order to receive an OTP. You shall and You must ensure that Your Authorised Persons follow the registration and logon procedures We require for Mobile Banking from time to time as set out in the FAQs.
- 3.7 It is Your sole responsibility to ensure that each of Your Authorised Persons comply in full with this Agreement and their use of the Security Credentials in their possession when accessing and using the Services. You shall ensure that You have implemented and shall maintain at all times, adequate controls sufficient to monitor Your Authorised Persons' use of the Service, expressly including their use of the Security Credentials.
- 3.8 Our registration and logon procedures are aligned to comply with **Strong Customer Authentication** (the security and authentication requirements set out by the Financial Conduct Authority which We are required to comply with). In accordance with the Account Terms, We are authorised not to act on Your/any Authorised Person's instructions or permit access to Santander Connect Online or the Mobile Banking App to You or Your Authorised Persons if We are in doubt as to Your/their identity.

4 Appointment of Authorised Persons

- 4.1 You authorise each Authorised Person to administer and operate the Service on Your behalf and perform the functions set out in these terms and conditions.
- 4.2 Before You or Your Authorised Persons can access and use Santander Connect Online and Mobile Banking You will need to appoint at least one (1) Authorised Administrator; however where possible and available within the Service, We recommend that a minimum of two Authorised Administrators are registered.
- 4.3 Where You use dual administration, the Service requires a minimum of two (2) Authorised Administrators to be registered for the Service. Where dual administration is selected, We recommend a minimum of three (3) Authorised Administrators are registered.
- 4.4 Your Authorised Administrators shall be responsible for:
- 4.4.1 appointing and removing other Authorised Administrators which can be done through the Service or via the Helpdesk;
 - 4.4.2 appointing, removing, suspending and supervising Authorised Users and ensuring that Users comply in full at all times with the policies, guidelines and security procedures for the Service and the Online Help Centre Facility;
 - 4.4.3 defining the Access Permissions for each Authorised User, account settings, role management and settings;
 - 4.4.4 **maintaining and amending payment authorisation rules and payment limits for Authorised Users.** Note that any payment rules or payment limits established in relation to the Service take precedence over such payment rules and payment limits set out in Your account operating mandate. The payment rules and limits set out in Your account operating mandate will still apply to payments made through a means other than Connect Online and Mobile Banking;

As set out above, Your Authorised Administrators can add or remove Authorised Users and amend payment rules and limits within the Service. This means that **where You have elected to operate the Service using sole administration, Your sole Authorised Administrator can change those authorities and payment rules and limits acting alone**, including (but not limited to) removing requirements to have

more than one Authorised User to approve payments or amend the limits at which more than one Authorised User is required to approve payments.

- 4.4.5 keeping the information about Your Authorised Users that is held by Us up to date at all times including contact details such as mobile phone and email address;
 - 4.4.6 maintaining the security procedures for the Service including (but not limited to) determining which Authorised Users require a Security Device to perform functions, requesting Security Devices from Us for distribution by the Authorised Administrator to those Authorised Users and safekeeping all Security Devices received from Us;
 - 4.4.7 managing what the Authorised Users can access through the Service, including which Accounts they can view;
 - 4.4.8 ensuring that Your data is used, and payment settings and controls are established, in accordance with Your internal policies and procedures; and
 - 4.4.9 managing communications through the Service with Us, including acting on notifications and messages from Us in relation to the Service in a timely manner.
- 4.5 You shall and shall ensure that each of Your Authorised Persons shall at all times:
- 4.5.1 comply with any obligations set out in the Online Help Centre Facility, the FAQs and all provisions relevant to the Service and any Transactions carried out, together with any instructions, guidance or notices provided by Us and the terms and conditions governing Your use of the Santander Connect Online and Mobile Banking App;
 - 4.5.2 have the authority to disclose all personal data and other data provided to Us in relation to Your Authorised Persons and that all such information and data is kept accurate and up to date and properly maintained in accordance with Applicable Law;
 - 4.5.3 comply with and maintain all of the security requirements for access to and use of the Service in accordance with the Online Help Centre Facility and the FAQs, including restricting use of the Service and ensuring that the Security Credentials are not used by unauthorised persons;
- 4.6 **In the event that any of the security requirements are breached or in the event of any misuse of the Service or if any of the Security Credentials are lost, stolen, damaged or compromised, You or Your Authorised Persons, as applicable, must promptly notify Us without delay.** You shall be liable for any Losses that may arise as a result of Your obligations under this clause 4.6 not being complied with.
- 4.7 If You know or suspect that Your or any of Your Authorised Person's security with respect to the use of or access to the Service has been compromised in any way including any loss, or disclosure, of any Security Device or the Security Credentials or there has been misuse of the Service, the Security Credentials or any Security Device or any breach of Your obligations under this Agreement, You or your Authorised Person must notify Us without delay by telephoning our dedicated fraud number **+44(0)800 085 9037**.
- 4.8 The Mobile Banking profiles and Mobile Banking logon details of each of Your Authorised Persons are locked to a single device. You or your Authorised Persons must tell us as soon as possible if You or any of Your Authorised Persons change their phone number, or their phone is lost or stolen. We will send a text to confirm this. If You or any of Your Authorised Persons receive a text confirming a change of phone number and You or they have not asked to the change number, please contact us immediately on our dedicated fraud number **+44(0)800 085 9037**.

Use of the Service:

5 Instructions

- 5.1 For security reasons, it is a condition of Your Account and the Service that we are satisfied of Your identity and We will be entitled not to act on Your Instructions if we are in doubt as to Your identity.
- 5.2 To access the Service, You or Your Authorised Persons must always use their Security Credentials. We will only act upon an Instruction given to us through the Service if it has been given using Your/ Your Authorised Person's Security Credentials (and, where set up within the Service, Security Devices) and We shall not be obliged to make any further enquiries to check the authenticity of an Instruction. If necessary, such authorisation shall allow Us to debit the Accounts with any amounts we have paid or charges You have incurred in connection with any such Instruction. Your liability for Transactions carried out in connection with Instructions You/ Your Authorised Persons have not authorised shall otherwise be limited in the manner described in the Account Terms and in these terms and conditions.
- 5.3 We shall not be liable for acting on the Instructions of Your Authorised Persons, including those of Your Authorised Persons who are not directly employed by You, in accordance with these Terms and Conditions and the Account Terms. You shall indemnify us in full and on demand for any loss We may incur as a result of any action taken or inaction by any of Your Authorised Persons.
- 5.4 Except as set out in this Agreement We do not warrant or represent that We will respond to messages or act on Instructions within a specific timescale. Any indication of a timescale given to You and or set out in this Agreement is an estimate only and is not binding on Us except where required by law.

5.5 For the avoidance of doubt where an Instruction is given by You or on Your behalf in an electronic form (and not in writing) that Instruction shall be valid and enforceable as if given in writing and You shall not challenge the legal effect, validity and or enforceability of that Instruction on the basis that it is in an electronic form.

5.6 Your use of the Service is dependent on You agreeing to comply with any other additional terms and conditions that We ask You to comply with in respect to the Service or any part thereof.

5.7 You may not and shall ensure that Your Authorised Persons do not use the Service for any purpose that is not in accordance with this Agreement or in a manner or for a purpose that is not intended by Us. You shall ensure that Your/ Your Authorised Persons' use of the Service does not conflict with or is in contravention of any law, rule, or regulation applicable to the Service including without limitation any Applicable Laws relating to Anti-Money Laundering requirements, Sanctions Laws or financial crime.

6 Accounts

6.1 You may use the Service in respect of the Accounts registered to it. You may assign or remove Accounts from the Santander Connect Online and Mobile Banking profile by delivering a Santander Connect Online and Mobile Banking Amendment Request to Us. For the purposes of this clause 6, You can add additional Third Party Accounts to the list of Third Party Accounts that You are authorised to access on behalf of a Third Party Accountholder with the consent of such Third Party Accountholder.

7 Equipment

7.1 The details of any minimum specifications for Equipment that You require to access the Service are set out in the Online Help Centre Facility and FAQs. We may change the minimum specification of any part of the Equipment at any time and, if We do so, We will always notify You of such a change by placing a message on Our website or through the Service. If a change in specification results in Your/ Your Authorised Person's Equipment becoming incompatible with Our website or becoming unable to perform within Santander Connect Online and Mobile Banking all of the functions previously performed, You shall be responsible for replacing or modifying Your Equipment or ensuring that Your Authorised Persons do so in order that You/ Your Authorised Persons may properly access the Service.

7.2 You are responsible for obtaining and maintaining Your Equipment, to ensure that it is compatible with Santander Connect Online and Mobile Banking, is secure and free from interference by an unauthorised entity and ensuring that Your Authorised Persons do the same. You are also responsible for ensuring that You and Your Authorised Persons are authorised to use Equipment where You/ Your Authorised Persons (as applicable) do not own it or a third party has rights in relation to it (for example, third party software licences). We have no responsibility or liability with respect to Your or Your Authorised Persons' Equipment.

7.3 Where You or Your Authorised Persons access the Service through Mobile Banking, You are responsible for downloading/ ensuring that Your Authorised Persons download the latest version of the Mobile Banking App.

7.4 We are not liable for any third-party Equipment or service You or Your Authorised Persons use to access the Service nor for any fees or charges associated with such equipment or services (e.g. telephone line or Internet Service Provider charges) or for any other charges You or Your Authorised Persons incur in accessing Santander Connect Online and Mobile Banking, the Service or our Helpdesk. All telephone calls between Us and You/ Your Authorised Persons may be monitored to make sure that We carry out Instructions correctly and will be recorded for security, training and quality control purposes.

7.5 We cannot guarantee uninterrupted or continuous access to Santander Connect Online and Mobile Banking or any aspect of the Service as this can be dependent upon external factors. We shall use reasonable endeavours to keep Santander Connect Online and Mobile Banking free from cyber-attacks, viruses and other intrusive devices which may adversely affect its operation, but We cannot guarantee that Santander Connect Online and Mobile Banking is always free from contamination. We recommend that You (and ensure that Your Authorised Persons acting on your behalf) monitor use of the Service and regularly perform virus and malware checks on Equipment. We shall not be liable for any Loss or damage You/ Your Authorised Person suffers if Equipment is infected by a virus or corrupt file unless such loss or damage is the direct result of Our negligence.

7.6 If We are unable to provide Santander Connect Online and Mobile Banking or the Services (or any specific aspect of the Service) to You because of any circumstances beyond Our control including because of any event of Force Majeure We shall not be liable to You for any Loss that You may suffer or incur.

8 Security

8.1 It is a condition of use of Santander Connect Online and Mobile Banking that You follow the safeguards set out in this clause 8 and, where the safeguards apply to an Authorised Person (for example in relation to their Security Credentials), that You ensure that each Authorised Person does so. You should ensure that each of Your Authorised Persons has read these terms and conditions and without limitation these sections governing the use of their Security Credentials and fully understands their obligations in respect of their use of the Security Credentials prior to using them to access the Service.

8.2 You should implement adequate controls to ensure that You and each Authorised Person must comply with the following requirements:

- 8.2.1 take all necessary precautions to prevent fraudulent activity and/or Instructions by using the payment limits and controls available within Santander Connect Online and Mobile Banking (where applicable);

- 8.2.2 take all necessary precautions to prevent anyone else from accessing Your confidential information whenever a Security Device or Mobile Device is being used including the codes that will be generated by the Security Device or Mobile Device;
- 8.2.3 take appropriate measures to prevent contamination by viruses or similar threats in accordance with good practice;
- 8.2.4 always use separate email addresses for each Authorised Person;
- 8.2.5 memorise the Security Credentials and securely destroy anything containing Security Credentials as soon as received and do not allow anyone else to use such Security Credentials;
- 8.2.6 never choose Security Credentials which may be easy to guess, such as date of birth;
- 8.2.7 never write down or record the Security Credentials in a way that they could be understood by anyone else and keep the Security Credentials secret and take reasonable steps to prevent their disclosure;
- 8.2.8 **DO NOT SHARE OR DISCLOSE THE SECURITY CREDENTIALS (INCLUDING OTPS OR ANY SECURITY DEVICE CODES) OR OTHER SENSITIVE INFORMATION TO ANYONE EITHER WITHIN YOUR COMPANY OR TO A THIRD PARTY, EVEN IF THEY CLAIM TO BE OUR AGENTS, EMPLOYEES OR THE POLICE. WE WILL NEVER ASK YOU OR YOUR AUTHORISED PERSONS TO DISCLOSE SECURITY CREDENTIALS AND WE WILL NEVER ASK YOU TO MAKE A TEST PAYMENT TO PREVENT FRAUD. IF YOU ARE UNSURE, PLEASE HANG UP AND CALL US BACK THROUGH THE HELPDESK OR OUR DEDICATED FRAUD LINE ON +44(0)800 085 0937;**
- 8.2.9 never access the Service from a device using public wi-fi;
- 8.2.10 never use the Mobile Banking App to authenticate a Transaction You have not initiated in Santander Connect Online Banking;
- 8.2.11 only access the Service through Our website (www.santander.co.uk) or through the Mobile Banking App;
- 8.2.12 always validate Instructions including payment requests on a known phone number or in person first. The check must not be made using a number provided in any emails, text messages or other messaging services requesting payment as this can lead to the check being made with the criminal.
- 8.2.13 where We contact You, never use caller ID to validate Our identity as numbers can be 'spoofed' (imitated) to be the same as genuine ones. Never be afraid to hang up and call Us back through the Helpdesk or our dedicated fraud line on +44(0)800 085 0937;
- 8.2.14 where Authorised Persons leave your employment or You no longer require them to have access to the Service, that any Security Devices are returned to Us and that they delete the Mobile Banking App from any Mobile Devices,
- 8.2.15 ensure any information shown on a device used to access the Service is kept secure and not shared and that the device is locked when not in use and that You/Your Authorised Persons log out when exiting the Service.
- 8.3 If You or an Authorised Person uses a Mobile Device to access the Service, You/they must take the following precautions:
- 8.3.1 ensure that the Mobile Device and its operating system has the latest security facilities and software updates installed;
- 8.3.2 do not share the Mobile Device (or any information on the device) with other individuals. If the Mobile Device needs to be sent for repair, remove any temporary files and cache stored in the memory of the device, clear the browsing history and log out of the Service;
- 8.3.3 not download software to the Mobile Device until its authenticity has been verified; and
- 8.3.4 set up a PIN or password on the Mobile Device where possible so that it cannot be accessed if it is lost or stolen.
- 8.4 You/ Your Authorised Persons must contact Us **immediately** by phoning the Helpdesk, (Monday to Friday, 8am to 5.30pm) if You / Your Authorised Persons become aware of any error or any suspected error in Santander Connect Online and Mobile Banking or in any Transaction resulting from using it.
- 8.5 You/ Your Authorised Persons must contact us **immediately** by phoning the Helpdesk or Our dedicated fraud line on **+44(0)800 085 0937** if:
- 8.5.1 You or any Authorised Person suspects or discovers that someone else knows Your/their Security Credentials or that Security Credentials or a Security Device may have been misused or compromised;
- 8.5.2 a Security Device is lost, stolen or no longer under Your/ Your Authorised Person's control; or
- 8.5.3 You otherwise believe You have been the victim of a fraud or a scam.
- 8.6 You should check Your Account Statements regularly and carefully.
- 8.7 We may give information to a criminal or regulatory authority without notifying You or an Authorised Person where We suspect the misuse or abuse of Security Credentials or a Security Device or the Santander Connect Online and Mobile Banking Service.
- 8.8 If You or an Authorised Person receive a suspicious email do not/ensure an Authorised Person does not open it or click on any links contained within it, instead report this immediately by forwarding the email to phishing@santander.co.uk.
- 8.9 We may ask You or an Authorised Person to change Your Security Credentials or a Security Device at any time and for any reason. You/Your Authorised Person must change Security Credentials or a Security Device if We request that you do so.
- 8.10 We may make changes to the security procedures of the Santander Connect Online and Mobile Banking Service at any time (such as to Security Credentials or Security Devices). We will tell You or Your Authorised Person of Our intention to do so beforehand, unless We are unable to do so, in which case, We will endeavour to do so immediately after We make such changes. We will notify You of any changes through messages within the Service or through the App Stores and We recommend that you check the Service regularly for any messages.
- 8.11 Where We provide You or your Authorised Person with a Security Device in order to access Santander Connect Online and Mobile Banking and provide authentication, You or such Authorised Person must activate the Security Device in accordance with the instructions provided by Us in the letter received with the Security Device (and also as set out in the Online Help Centre Facility).
- 8.12 We can withdraw or suspend Security Credentials or Security Devices at any time:
- 8.12.1 if We believe that this is necessary for security reasons; or
- 8.12.2 to prevent suspected unauthorised or fraudulent use of the Account or the Services.
- We may do this, for example, if there have been too many unsuccessful attempts to access Santander Connect Online and Mobile Banking using incorrect Security Credentials or a repeated failure to use the correct codes with Security Devices. If We withdraw or suspend Security Credentials or Security Devices, We will tell You or Your Authorised Person (as applicable) of Our reasons where possible to do so. We are not obliged to tell You or an Authorised Person that we are withdrawing Security Credentials or Security Devices, if doing so would compromise our security or would be unlawful. You or an Authorised Person can apply for new Security Credentials or Security Devices by contacting the Help Desk, provided that the reason for previous withdrawal or suspension no longer exists.
- 8.13 For security reasons We may de-activate Security Credentials and/or Security Devices where they have not been used to access Online Banking or Mobile Banking for any 90 day period.
- 8.14 We shall take all reasonable steps to safeguard the security of Your/Your Authorised Person's confidential information when You/an Authorised Person uses Santander Connect Online and Mobile Banking and the Service, but We cannot guarantee the security of any confidential information that is transmitted through the Internet.
- Further details on keeping accounts safe can be found on our website and at www.getsafeonline.org.
- ## 9 Mobile Banking
- 9.1 With Mobile Banking, You and Your Authorised Persons can access information about the Accounts they are authorised to view in Santander Connect Online Banking. Access to functionality will depend on the Access Permissions granted to those Authorised Persons in Santander Connect Online. You/they may be able to:
- 9.1.1 view account balances;
- 9.1.2 view transaction data;
- 9.1.3 authorise logon to Santander Connect Online;
- 9.1.4 authorise Transactions that are initiated from Santander Connect Online and transactions initiated through TPPs;
- 9.1.5 use other functionality and/or Additional Services that We make available from time to time.
- 9.2 Please note that not all functionality available through Santander Connect Online is currently available in Mobile Banking. Where We make additional functionality or Additional Services available through Mobile Banking, subject to the terms and conditions relevant to such functionality, We will inform You of this through the FAQs.
- 9.3 We will provide or ask You or Your Authorised Persons to set security details for access to Mobile Banking at first logon as part of the registration process for Mobile Banking. These could include a password, PIN or biometric data such as a fingerprint or facial recognition. We may change these requirements at any time.
- 9.4 Mobile Banking uses a high level of encryption, which may be illegal in some countries outside of the UK. You should not access the services from countries where this is not permitted by local law. We shall not be liable for any Loss, damage or other outcome suffered by You as a result of You or Your Authorised Persons breaking any local law by using the Services from outside the UK.
- 9.5 You and each Authorised Person can register for Mobile Banking. Each user profile will have separate security details, including a User ID, to access and use the service.
- 9.6 You and You Authorised Persons are not permitted, and will not be able to, download, install or use the app on a device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure

and more vulnerable to fraudulent attacks. If We detect that a device has been jail-broken, rooted or had its security settings compromised in any other way We shall be entitled to prevent You or an Authorised Person from using the Mobile Banking App.

9.7 In using the Mobile Banking App, You/ Your Authorised Persons must:

- 9.7.1 use it only on a device that You or such Authorised Person owns or controls and only to access Mobile Banking;
- 9.7.2 not sub-licence, assign or claim to exercise any rights in relation to it; and
- 9.7.3 not copy or reverse engineer, amend, alter or adapt any part of it.

9.8 If You or an Authorised Person stops using Mobile Banking (for example if they leave their employment with You), You should ensure that Your Authorised Persons, immediately delete the Mobile Banking App from all relevant devices and confirm to You that they have done so. Please note that should You or Your Authorised Persons wish to subsequently resume using Mobile Banking, you would need to complete the first logon process again described at clause 9.3. It is Your responsibility to ensure an Authorised Person's access is removed when You no longer require them to have access to Mobile Banking. You can do this within Santander Connect Online or by contacting the Helpdesk.

9.9 Any updates to the Mobile Banking App will be made available through the App Stores. We will not be responsible for providing updates to You in any other way.

9.10 We are solely responsible for the Mobile Banking App and should You wish to raise any complaint concerning the operation of the Mobile Banking App, You should contact us rather than the relevant App Store.

9.11 If a third-party claims that the Mobile Banking App or Your/an Authorised Person's use of it infringes their rights, You will and will ensure that any Authorised Person gives Us any reasonable assistance we require to investigate and defend that claim.

10 Third Party Accounts

10.1 Where the facility to register Third Party Accounts is available, we may permit Third Party Accounts to be registered for use for the Service by You where we have first received authority to do so from the Third Party Accountholder in the form provided by us together with such other undertakings and/or documentation from the Third Party Accountholder as we may require.

10.2 These terms and conditions, the Account Terms and the provisions of the Information Booklet apply to any acts taken or Instructions provided by Authorised Persons. A person who is not a party to this Agreement and Authorised Persons have no right to enforce any provision of this Agreement.

10.3 In addition to any indemnity which We may have (whether from the Third Party Accountholder or anyone else), You will indemnify Us against any claims, liabilities, Losses, damages, costs or expenses (whether direct or indirect) which We may suffer or incur arising from Our provision of the Service or from acting on Instructions in relation to Third Party Accounts.

10.4 Other than in respect of Authorised Persons in accordance with the provisions set out in the Account Terms and these Terms and Conditions, You and Your Authorised Persons may not make any connection between the Service and any third party. The Service and all materials and documentation relating to it are for the exclusive use of You and Authorised Persons acting on Your behalf only. You shall and shall ensure Your Authorised Persons keep details of the operation of the Service confidential (after the termination of the Service as well as before then).

11 Charges

11.1 We will tell You about any applicable fees and charges for Santander Connect Online and Mobile Banking before Your registration to use the Service. The fees and charges for using the Service will depend upon Your service requirements.

11.2 Where applicable, We will debit an Account nominated by You in the Online Banking Application Form for these fees and charges following the provision of at least 14 days' notice to You in accordance with the Account Terms.

11.3 If You have not nominated an Account, by default the fees will be applied to the account on Santander Connect Online and Mobile Banking that You use most frequently. You can change this at any time by phoning our dedicated Helpdesk.

11.4 Fees will apply in respect of all Accounts, including any Third Party Accounts You access using the Service. You are not able to nominate a Third Party Account as the Account to which fees are applied.

11.5 For more information on fees and charges for Santander Connect Online and Mobile Banking, please see the Santander Connect Tariff and Fees Guide provided to You with these terms and conditions and available from our website.

11.6 We may change the fees and charges for the Service in accordance with the terms of this Agreement.

12 Compliance Events

12.1 You shall and you shall ensure that any Authorised Person complies with all Applicable Laws in relation to the performance of its obligations and the exercise of its rights under this Agreement. You acknowledge that We have no responsibility for any legal or regulatory obligations to which You or Your Authorised Persons may be subject in relation to the Services.

12.2 You acknowledge and agree that the provisions relating to Sanctions Laws, Sanctioned Country and Sanctioned Persons set out in the Account Terms ("**Sanctions Provisions**") shall apply in respect of Your and Your Authorised Persons' use of the Service and You shall and shall ensure that your Authorised Persons comply with such Sanctions Provisions when using Santander Connect Online and Mobile Banking.

12.3 You acknowledge that We may be required, or may in Our reasonable discretion consider it prudent, to take steps in relation to Instructions and Authorised Persons for the purposes of Santander's compliance with Applicable Laws and Sanctions Laws (a "Compliance Step"), including, without limitation, laws and regulations relating to the prevention of money laundering, terrorist financing, anti-corruption and the provision of financial and other services to persons or entities which may be subject to Sanctions Laws. These Compliance Steps may include the interception and investigation of Instructions, the inability to accept or process an Instruction and making further enquiries as to whether a name which might refer to a Sanctioned Target or entity actually refers to that person or entity.

13 Warranties

13.1 You represent and warrant to Santander that at the date of this Agreement and on a continuing basis that You have the full power and authority to enter into this Agreement.

14 Licence

14.1 Santander grants to You a non-transferable, non-exclusive, revocable and royalty free right and licence to use Santander Connect Online and Mobile Banking, the Services, the Mobile Banking App, Online Help Centre Facility and the FAQs solely for the purpose of and to the extent necessary for access to and use of Santander Connect Online and Mobile Banking. You shall have no right to grant a sub-licence to any third party in respect of the rights granted under this clause except as is specified in this Agreement.

15 Confidential Information

15.1 We and You acknowledge that:

15.1.1 Santander's obligations of confidentiality in relation to Instructions received by it or forwarded to it by You or any Authorised Person under this Agreement shall be as set out in the Account Terms and by Applicable Law and, except as set out in clause 1, are not amended by this Agreement; and

15.1.2 to the extent required for the provision of the Services under this Agreement, Santander shall be permitted to share with any member(s) of the Santander group any Confidential Information which Santander receives from You or any Authorised Person and which is required to be disclosed for the purpose of providing the Services.

16 Data Protection

16.1 Santander and You shall each ensure that it (and You shall ensure any Authorised Person acting on Your behalf) complies with all data protection laws when carrying out its obligations under this Agreement. The provisions of the Account Terms and the Information Booklet shall apply to the processing of any Your or Your Authorised Persons' personal data as part of the Services and shall govern Santander's obligations in respect of personal data.

17 Liability of Santander

17.1 In addition to any specific liability covered elsewhere in these terms and conditions, liability shall be as set out in the Account Terms.

17.2 Subject to clause 18, Santander shall not be liable under or in connection with this Agreement to You or any other person for (any of the following):

17.2.1 any loss of profit (whether direct or indirect), loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings, in each case whether direct or indirect; and/or

17.2.2 any indirect or consequential or special Loss, whether arising in tort (including negligence), breach of contract or otherwise and whether or not such Loss was foreseeable.

18 Other Losses

18.1 Nothing in this Agreement shall operate to exclude or restrict Your or Santander's liability:

18.1.1 for fraud or fraudulent misrepresentation;

18.1.2 for death or personal injury caused by negligence or that of employees or agents; or

18.1.3 to the extent that any Applicable Laws preclude or prohibit any exclusion or limitation of liability.

19 Variation

19.1 We may from time to time, and by notice to You, amend this Agreement, if We reasonably considers that such amendments are necessary.

19.2 Other than any changes made in accordance with 19.3, where We are able to do so, We will give You at least two months' notice in respect of changes to any of the terms and conditions or fees where such changes are to Your detriment.

- 19.3 We may make any other change immediately including, but not limited to, as a result of
- 19.3.1 a legal, regulatory or compliance issue applicable to the Services;
 - 19.3.2 preventing or reducing the risk of fraud;
 - 19.3.3 in respect of fees, a change which operates to Your advantage;
 - 19.3.4 a change to the business of Santander;
 - 19.3.5 a change to the Online Help Centre Facility or FAQs; or
 - 19.3.6 the addition of new services to include Additional Services or in respect of Mobile Banking, to include additional functionality not currently available through Mobile Banking.
- 19.4 If We make any changes under clause 19.3 above, We will tell You about the change at the earliest opportunity afterwards
- 19.5 If You are not happy with any change, You may request to terminate the Service without charge at any time before the expiry of the relevant notice period applicable to such change.
- 19.6 We can give You notice of any change to these Terms and Conditions through the Service (including via the One Trade Portal in respect of IPT Service), via the log-on journey, via the Mobile Banking App, by post, email, text or by any other means We agree with You. You should check our website, Santander Connect Online and Mobile Banking and the One Trade Portal regularly for such messages.
- 19.7 We may also make changes to Santander Connect Online Banking, Mobile Banking or the Mobile Banking App from time-to-time that We ask You or Your Authorised Persons to agree to through the website or app, for example software updates or improvements in functionality.
- 19.8 If, under clause 19.3, We amend the Agreement so as to make an Additional Service available, additional functionality available in Mobile Banking, or to change an existing Service, Santander may in the notice identifying the Additional Service, additional functionality or amended Service also set out such supplemental terms and conditions applicable to such Additional Service or amended Service as Santander may consider necessary or as may be required pursuant to any Applicable Law. If You or any of Your Authorised Persons makes any use of such Additional Service, additional functionality or amended Service, You will be deemed to agree the amendment of this Agreement to include those supplemental terms and conditions.

20 Termination

- 20.1 You can end Your use of the Service by telephoning Our Helpdesk, or through Your Relationship Manager.
- 20.2 Unless We permit otherwise, Your use of the Santander Connect Service may be restricted if the Accounts which are registered to the Service are closed and visibility of Accounts which have been closed will end automatically after a period of 12 months.
- 20.3 If You cancel the Service, You and Your Authorised Persons will not be able to access any online-only Accounts and You and Your Authorised Persons will no longer be able to use Mobile Banking.
- 20.4 You or Your Authorised Persons can end Your/ their use of Mobile Banking at any time and should ensure that the Mobile Banking App is promptly deleted from Your/ their Mobile Device.
- 20.5 We may terminate this Agreement or suspend access to the Service by giving (i) at least 2 calendar months' notice or (ii) with immediate effect in any of the following circumstances:
- 20.5.1 it is or becomes unlawful for Santander to perform any of its obligations under this Agreement;
 - 20.5.2 where required for technical reasons;
 - 20.5.3 a regulator or governmental body has required Santander to terminate this Agreement or cease providing the Services;
 - 20.5.4 You fail to make a payment or transfer any amounts due and payable by under this Agreement;
 - 20.5.5 You or any of Your Authorised Persons fails to comply with any other of its obligations under this Agreement;
 - 20.5.6 if we terminate or suspend use of any of the Accounts in accordance with the Account Terms;
 - 20.5.7 pursuant to clause 8.11.
- 20.6 For the avoidance of doubt, on and from the date of termination of this Agreement for whatever reason:
- 20.6.1 Your and Your Authorised Persons' rights to use the Services and any Additional Services shall cease with immediate effect and We shall not be obliged to accept or execute any further instructions, even if received prior to such date of termination;
 - 20.6.2 Other than in respect of Security Devices (covered at 20.7 below), You shall ensure that all Security Credentials are destroyed and confirm this in writing to Us where we ask You to do so; and

20.6.3 You shall and shall ensure that Your Authorised Persons delete the Mobile Banking App from any Mobile Devices.

- 20.7 Within ten (10) Business Days from the date of termination, You shall, if so requested by Us, make satisfactory arrangements for the return to Santander of any materials or items including where applicable any Security Device supplied by Us to You or Your Authorised Persons for use in connection with the Services.
- 20.8 The termination of this Agreement shall not affect the rights and obligations of any party accrued under this Agreement prior to the date of its termination. Each party's further rights and obligations shall cease immediately on and from the date of termination, other than the rights and obligations of the parties under clauses 0, 5.3, 8, 10.3, 11, 12, 14, 15, 16, 17, 18, 22, 24 or those which are expressly or by implication intended to come into effect on, or to continue in effect after termination, in each case which shall survive termination of this Agreement.

21 Notices

- 21.1 **Any notices shall be given by either party in accordance with the Account Terms.**

22 General

- 22.1 You may not assign, transfer (including by way of novation), declare a trust or grant a security interest over, or otherwise dispose of any of Your rights or obligations under this Agreement without Our consent.
- 22.2 Each provision of this Agreement is separate from all other provisions, so that if one provision is found to be invalid or unenforceable it will not affect the other provisions of this Agreement.
- 22.3 Failure to exercise or delay in exercising any right We have under this Agreement shall not operate as a waiver of that right, nor shall exercise of any right or remedy prevent Us from exercising any further rights or remedies. Our rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 22.4 This Agreement shall replace any previous agreements between Us and You in respect of the Services and this Agreement, together with the Account Terms and any documents referred to in either this Agreement or the Account Terms, constitutes the entire and only agreement between Us and You in relation to the Services.

23 Contacts

Please send any written communication to us to Santander UK 2 Triton Square, Regent's Place, London, NW1 3AN. For any support, guidance or query in relation to the Santander Connect service, we advise you to contact the dedicated Santander Connect Help Desk on 0333 207 2317 (open Monday to Friday 8am to 5.30pm). We will ask you for your Security Credentials when you telephone us. Should you require any further assistance, advice can be found in Our Online Help Centre Facility within the Service and FAQs.

24 Governing Law and Jurisdiction

- 24.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2 Subject to clause 24.1, the courts of England and Wales have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement (a "Dispute"). The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

Schedule 1 – International Payments Tracker Terms and Conditions

Introduction

These terms and conditions, (**IPT Terms and Conditions**), apply to your use of the Santander International Payments Tracker Service, (**IPT Service**). This IPT Service allows Your Authorised Persons that are authorised by you to track International Payments instructed from and received into your Account(s).

The terms set out in this Schedule 1 apply to the IPT Service in addition to the other terms set out in these Terms and Conditions. Defined terms used in this Schedule 1 shall have the same meaning as used elsewhere in these Terms and Conditions unless specified otherwise in this Schedule 1.

The International Payments Tracker Service is provided to You by Us using the SWIFT GPI Tracker service made available to Us. The IPT Service is provided in accordance with the business rules of SWIFT and is subject to the multilateral service level agreement (SLA) between Us and SWIFT.

1 Interpretation and Definitions

The headings used in these Conditions are for ease of reference only and shall not affect the meaning of these Conditions. The following terms shall have the meaning set out below:

"Santander Group company" means any company in the Santander Group including Banco Santander, S.A., any subsidiaries of Banco Santander, S.A. and Santander UK plc.

2 Eligibility and Access to the Service

- 2.1 To be eligible to use the IPT Service You must have previously registered to use Santander Connect Online and Mobile Banking and use the Service to access at least one Account. The IPT Service can only be accessed through the One Trade Portal (accessed through Santander Connect Online). By accessing the IPT Service through the One Trade Portal and Santander Connect Online You are deemed to have accepted these terms and conditions.
- 2.2 The IPT Service may only be accessed by those of Your Authorised Users that have been authorised by You to initiate International Payments.

3 The International Payments Tracker Service

- 3.1 You may use the IPT Service to carry out the following actions in relation to Your International Payments:
- to obtain the latest status of Your inward and outward International Payments made through SWIFT;
 - to track Your SWIFT International Payments across the SWIFT network end to end and receive confirmation of receipt by the beneficiary bank. Please note that You will only be able to view information that is provided by the relevant correspondent banks that are SWIFT GPI registered;
 - to download copies of the SWIFT MT103 message instruction relating to Your International Payments;
 - to view the fees deducted from incoming International Payments and payments that You have instructed;
 - to view full remittance information to enable You to reconcile Your payments; and
 - to use any other facilities as we may from time to time make available through the IPT Service subject to the applicable terms and conditions.
- 3.2 When You log on for the first time to access the IPT Service through Santander Connect Online and reach the One Trade Portal, We will provide You with online instructions and further guidance to assist You with using the IPT Service.
- 3.3 The Services available to You through the IPT Service may be limited by the functionality and type of Accounts that You hold with us. In addition, Your use of the Service may be affected by any restrictions in relation to Your use of the Santander Connect Online, such as the type of payments that You may make, the number of Accounts that You may register and Your access via Santander Connect Online.
- 3.4 We cannot guarantee that there will be uninterrupted or continuous access to the IPT Service as it is dependent upon certain external factors including the provision by SWIFT of the SWIFT GPI Tracker. Subject to any factors that are beyond Our reasonable control, the IPT Service will be available on each day of the week, 24 hours a day, to view your International Payments.

4 Users

- 4.1 The IPT Service may be used by those of your Authorised Users who have been authorised by your Authorised Administrators to initiate International Payments through Santander Connect Online and Mobile Banking.
- 4.2 You shall be responsible for ensuring that your Authorised Administrators and Authorised Users comply at all times with these IPT Terms and Conditions and any instructions, guidance or notices provided by Us in relation to the IPT Service. You shall be liable for all acts or omissions of your Persons when using the IPT Service.

5 Charges

There is currently no separate charge for the provision of the IPT Service. In the event that We decide to apply a charge for the IPT Service We shall notify You in accordance with the Terms and Conditions.

6 Liability

- 6.1 The IPT Service is reliant on the involvement of local payment systems and payments infrastructure that are responsible for the clearing and settlement of payments in different locations (jurisdictions). Not all local payment market infrastructures are SWIFT GPI enabled and this may result in a delay in Your payment reaching the beneficiary.

- 6.2 The information regarding the status of Your International Payments is sourced from the SWIFT network and provided to Us and made available to you as part of the GPI Tracker service operated by SWIFT. As We are reliant on SWIFT and on information provided by third party banks in order that We may provide the IPT Service to you, We do not therefore represent or warrant that the information provided to You including (without limitation) the status of any International Payment is accurate or complete in all respects or that the IPT Service will be error free.

- 6.3 In addition to clause 17 of these Account Terms above, to the maximum amount permitted by applicable law, We exclude all liability of any nature whatsoever (whether direct, indirect or consequential) that may arise and that You incur in relation to:
- any loss, damage, error or delay that may take place which is not directly due to the negligence, fraud or wilful default of of Santander; or
 - the information that is made available to You as part of the SWIFT GPI Tracker or Your use of the Service;
 - any circumstances where We are not able to provide the IPT Service to You because of any cause beyond Our reasonable control including but not limited to:
 - as a result of the unavailability or a failure of the GPI Tracker provided by SWIFT or any other third party;
 - the failure (directly or indirectly) of any system, machine or means of transmission;
 - internet service or network disruptions such as any interruption or delay to SWIFT network traffic; and
 -
 - a total or partial loss and/or corruption of data.
 - any delays, losses or errors caused by a third-party bank whether in relation to any data it provides or any credit or debit to an Account or an account held with a third party bank;

7 Data Protection

- 7.1 In order to enable and provide the IPT Service to You, We are required to share Your company and transactional information with Santander Group entities and with SWIFT.
- 7.2 The sharing of Your transactional information and any personal data with SWIFT, its members and customers, is subject to the SWIFT Personal Data Protection Policy and the SWIFT Data Retrieval Policy.
- 7.3 We shall share Your information and process any personal data in accordance with the terms of the Regulatory Information section of the Accounts Terms which shall govern Our obligations to You in respect of the processing of personal data and the use of Your information.
- 7.4 By using the IPT Service and accepting these IPT Terms and Conditions You agree that we may share your information in accordance with this clause 9.
- 7.5 We shall comply with all data protection laws when carrying out Our obligations under these IPT Terms and Conditions.

8 Helpdesk

For any support, guidance or query in relation to the IPT Service including any query relating to the status of a payment, You should contact the Helpdesk.

9 General

Any copyright, trade marks and other intellectual property rights existing in the content of the IPT Service, the One Trade Portal or the Santander Connect website are owned by or licensed to Us or a Santander Group company. The names and logos of any third parties mentioned in Our website may be the trade marks, trade names or unregistered trade marks of those third parties and are used by Santander UK plc with the permission of such organisations.