

Global Connect Terms and Conditions

These terms and conditions and any appendices (**Global Connect Terms**), apply to Your use of Santander Global Connect (**Global Connect**). Defined terms used in these terms shall have the same meaning as used in the Connect Terms unless otherwise specified, in which case the definition in these Global Connect Terms shall prevail.

Global Connect is an Additional Service that allows You to: (i) view Your Accounts held with Santander and Third Party Banks, either individually or on a consolidated basis; and (ii) initiate domestic and International Payments from Your Account(s) held with Third Party Banks.

These Global Connect Terms apply in addition to the Connect Terms, which govern Your use of online and mobile banking (including any terms relating to any other Additional Service) and the Account Terms, which govern Your Accounts with Us. These Global Connect Terms are supplemented by the Online Help Centre Facility. The Global Connect Terms, the Connect Terms and the Account Terms should be read together, along with the Online Help Centre Facility, so that You have all the information You need to understand how Global Connect will work.

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1. Definitions and Interpretation

- 1.1. The headings used are for ease of reference only and shall not affect the meaning of any terms contained in these Global Connect Terms. The following terms shall have the meaning set out below:

Definition	Meaning
Access Scheme(s)	The access scheme assigned to each Global Connect Authorised Person which determines their level of access within Global Connect and the actions that they are able to carry out.
Account(s)	The accounts that meet the eligibility criteria set out in clause 4 and that We agree to register for Global Connect, as may be varied in accordance with the Mandate from time to time.
Account Information Services	The functionality available within Global Connect that allows You to view and consolidate the balance(s) on Your Account(s) with Third Party Banks.
Affiliate	(i) In relation to Santander, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with Santander from time to time; and/or (ii) In relation to You, any entity which directly or indirectly Controls, is Controlled by, or is under Your direct or indirect common Control from time to time.
Connect Terms	The terms and conditions governing use of Santander Connect Online and Mobile Banking (including any Appendices thereto), as may be varied, amended, or supplemented from time to time.
Control or Controlled by	In relation to an entity, either: (i) the possession, directly or indirectly, of more than 50% of the equity interests in the entity; or (ii) the power to direct, or cause the direction of, the management and policies of the entity, whether through ownership of voting interests, by contract or otherwise.
Cut-Off Times	The applicable times by which certain Instructions (including requests for payments) must be received in order for them to be treated as having been received that day, further details of which can be found in the Online Help Centre Facility.
Data Protection Laws	The Applicable Laws related to the processing of personal data and privacy, including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other Applicable Laws relating to processing of personal data and privacy, and including where applicable the guidance and codes of practice issued by the Information Commissioner's Office or other regulators. Any reference in this Agreement to 'controller', 'personal data', and 'processing', and shall have the meaning set out in, and will be interpreted in accordance with the Data Protection Laws.
Fee Letter	The letter (if any) setting out the fees and charges, interest rates and non-standard charges provided to You in accordance with these terms as may be amended from time to time.
Global Connect	The portal available online through Santander Connect Online and Mobile Banking which allows You to manage the balances on Your Accounts held with Santander and Third Party Banks (including Accounts held by Your Affiliates) and to initiate requests for payments to be made from Your Accounts held with Third Party Banks.
Global Connect Additional Service(s)	Any additional service that We agree to provide to You through Global Connect, from time to time, pursuant to clause 3.4.
Global Connect Agreement	The Global Connect Terms and any appendices to the Global Connect Terms together with the Fee Letter, the Online Help Centre Facility, the Santander Global Connect Set Up Form, the Account Terms (which incorporate the Connect Terms) and any other documents referenced in each of those documents, in each case as amended, supplemented or varied from time to time.
Global Connect User Permissions	The specific permissions that may be set for an individual Global Connect user within an Access Scheme governing their ability to access Accounts and generate, approve and submit Instructions.

Definition	Meaning
Global Connect Authorised Administrator	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 Global Connect Authorised Administrator(s) shall be set out in the Global Connect Set Up Form and may be amended from time to time by You in accordance with the Mandate subject to Santander's approval.
Global Connect Authorised Person	Any Global Connect Authorised Administrator or Global Connect Authorised User.
Global Connect Authorised User	Any individual appointed by You or a Global Connect Authorised Administrator to be an authorised user of the Service.
Global Connect Set Up Form	The set up form signed by You requesting registration for the Service.
Global Connect Helpdesk	The telephone helpdesk service that We provide to assist You with the Service. Details for this can be found in the Online Help Centre Facility and within the Service itself. The current telephone number is 0333 207 2172 (Opening times: Monday- Friday, 9am to 5pm). It can also be any other such telephone number which is notified to You by Santander in writing from time to time.
Instruction	Any instruction(s) sent by You using Your Security Credentials in the appropriate format (set out in the Online Help Centre Facility) and that is received by Us through Global Connect, including any actual or purported advice, request, instruction or communication addressed to Santander which is made by a Global Connect Authorised Person via the Service and which may relate to an Account (including a Third Party Bank Account).
International Payment	A payment from or to a bank account held outside of the United Kingdom, made in sterling or any other currency or any payment from a UK bank account in a non-sterling currency.
Mandate	The mandate instruction contained in the Global Connect Set Up Form for the Service as may be varied from time to time.
Payment Initiation Services	The functionality available within Global Connect that allows You to submit payment requests in respect of a Third Party Bank Account.
Service	The service provided by Santander to You which allows You to access and use Global Connect, including any Global Connect Additional Service(s) that We agree to provide to You.
Swift	S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, 1310 La Hulpe, Belgium being a provider of secure financial messaging services.
Third Party Bank Account(s)	An Account held by You or one of Your Affiliates with a Third Party Bank which We agree to register for use with the Service, as may be amended from time to time in accordance with these terms.
Third Party Bank	A bank other than Santander or its Affiliates with which You or one of Your Affiliates hold an Account which is a member of SWIFT that has SWIFT secure messaging functionality enabling You to authorise it to receive Swift MT101 Request for Transfer messages from Us and to send MT940 Customer Statement and SWIFT 195 Request for Query messages on request from Us, along with any other SWIFT message required to operate the Service as may be notified to You by Us from time to time.
Transaction	A transaction carried out using Global Connect in relation to making payments, viewing balances and transactions on Accounts, managing cash balances on Accounts and/or any other function that may be carried out using Global Connect.
VAT	Value Added Tax (or any replacement tax) applicable in the United Kingdom.
You and Your	The corporate legal entity which wishes to receive the Service and is registered to use Global Connect for the receipt of the Service and which by signing the Global Connect Set Up Form agrees to these Global Connect Terms.

- 1.2. If there is any conflict or inconsistency between these Global Connect Terms, the Connect Terms and the Account Terms, the Global Connect Terms will prevail but only in relation to Global Connect and to the extent necessary to resolve the conflict or inconsistency. If the conflict or inconsistency relates to Santander Connect Online and Mobile Banking, the Connect Terms will prevail but only in relation to Santander Connect Online and Mobile Banking. In all other circumstances or if the conflict or inconsistency relates exclusively to the use of Your Accounts, the Account Terms will prevail. Unless otherwise stated in these Global Connect Terms, the Connect Terms and the Account Terms shall remain in full force and effect.

2. Eligibility and Access to the Service

- 2.1. To be eligible to use Global Connect, You must:
- 2.1.1. open and maintain a minimum of at least one corporate current account with Santander;
 - 2.1.2. have Santander Connect Online Plus (for which there are separate fees);
 - 2.1.3. register at least one Account for use in connection with the Service; and
 - 2.1.4. have had a Turnover (as defined in the Account Terms) of at least £6.5 million when You opened Your corporate current account with Us as set out in the Account Terms.
- 2.2. We will provide You with access to Global Connect through Santander Connect Online and Mobile Banking on the terms and conditions set out in these Global Connect Terms, subject to Your compliance with all of the obligations imposed on You. By using Global Connect You agree to be bound by these terms.

3. The Service provided by Us

- 3.1. You may use Global Connect for Your business purposes to:
- 3.1.1. add Accounts held with Santander by You and Your Affiliates;
 - 3.1.2. add Accounts held by You and Your Affiliates with Third Party Banks (Account Information Services);
 - 3.1.3. initiate payments from Your Third Party Bank Accounts (Payment Initiation Services);
 - 3.1.4. view and manage the balances across all of Your Accounts (individually and on a consolidated basis);
 - 3.1.5. create and set permissions for each Authorised Global Connect Person using the Access Schemes;

- 3.1.6. view the status of any individual Transactions made using Global Connect and receive reports; and
- 3.1.7. use such other functionality as We may from time to time make available through Global Connect.

- 3.2. When viewing and managing the balances on Accounts held with Third Party Banks, the specific terms as set out in Appendix 1 (Account Information Services) will apply to Your use of Global Connect.
- 3.3. When initiating a payment from an Account held with a Third Party Bank, You acknowledge that We are only responsible for transmitting the payment instruction to the relevant Third Party Bank and the specific terms set out in Appendix 2 (Payment Initiation Services) will apply to Your use of Global Connect.
- 3.4. To make a payment from an Account You or an Affiliate hold with Santander, You will need to use Santander Connect Online and Mobile Banking and the Connect Terms will apply to such payments.
- 3.5. We may make additional services available to You through Global Connect from time to time. Where this is the case, such Global Connect Additional Service shall be an Additional Service (as defined in the Connect Terms) and the relevant provisions of the Connect Terms (including in respect of any supplementary terms that may apply to Your use of the Additional Service) in relation to Additional Service(s) shall apply.

4. Eligible Accounts

- 4.1. You may use Global Connect in relation to those Account(s) held with Santander or a Third Party Bank that You request are made available in the Service and that We agree to register for the Service, provided such Account(s) meet the following minimum eligibility criteria:
- 4.1.1. the Account must be denominated in an eligible currency (as advised by Us from time to time); and
 - 4.1.2. the Account must not be held by a Sanctioned Person (as determined by Us at Our sole discretion).

- 4.2. In respect of Third Party Bank Account(s):
- 4.2.1. the Account(s) must be held and maintained by You or Your Affiliate with a Third Party Bank that is a member of SWIFT that has SWIFT secure messaging functionality enabling it to exchange SWIFT MT101, MT195 and MT940 messages with Us, or any other SWIFT messages required to provide the Service;
 - 4.2.2. the Account must be held with a Third Party Bank or the branch of a Third Party Bank in a country that is not a Sanctioned Country (as determined by Us at Our sole discretion); and
 - 4.2.3. You and/or Your Affiliate must have provided a binding letter of authority to the relevant Third Party Bank authorising them to act on SWIFT messages provided to them by Us on Your behalf.
- 4.3. In the event that a Third Party Bank refuses to act on a SWIFT message We send to them, You acknowledge and agree that We shall not be liable for the Third Party Bank's failure to execute the Transaction.
- 4.4. The Payment Initiation Services and the Account Information Services available as part of Global Connect are provided to You by Us using functionality available through SWIFT. This functionality is provided by Us in accordance with the business rules and standards of SWIFT. You acknowledge and agree that any Instructions You send to Us using these services must comply with such SWIFT business rules and standards.
- 4.5. To register an Account for the Service, the Account must be included in the Global Connect Set Up Form submitted when You registered for the Service or subsequently registered in accordance with clause 8.
- 5. Access to the Service**
- 5.1. The Service shall be provided to You on satisfactory completion of the set-up requirements for You and each Global Connect Authorised Person as set out in the Online Help Centre Facility. To access the Service, You and each Global Connect Authorised Person will need to use Santander Connect Online and Mobile Banking.
 - 5.2. Access to Global Connect will only be available to Your Global Connect Authorised Administrators and the Global Connect Authorised Users that You have authorised to access the Service and who have been approved by Santander, as may be amended by You, from time to time, in accordance with clause 6.
- 5.3. To access and use Global Connect, each Global Connect Authorised Person will need to use their Security Credentials to log into Santander Connect Online and Mobile Banking. You must ensure that each Global Connect Authorised Person complies with all of the security requirements set out in the Connect Terms. This includes keeping the Security Credentials secure and confidential at all times. You must ensure that You have implemented and shall maintain at all times, adequate controls sufficient to monitor the use of the Service by each Global Connect Authorised Person, expressly including the use of their Security Credentials.
- 5.4. In order to use the Service, You must ensure that Your Equipment meets the technical specifications set out in the Online Help Centre Facility at all times. The Service shall not include the provision, or set-up of any hardware or software that is required to access Global Connect which shall be Your sole responsibility.
- 5.5. You shall ensure that You have implemented and shall maintain at all times, adequate controls sufficient to monitor Your use of the Service and to ensure that only Your Global Connect Authorised Persons may access Global Connect to use the Service. You shall ensure that You and each Global Connect Authorised Person complies at all times with this Global Connect Agreement and any instructions set out in the Online Help Centre Facility or that may otherwise be given by Santander in relation to Your use of Global Connect.
- 5.6. We may suspend or withdraw all or any part of the Service to carry out maintenance work. Where possible, we will notify You in advance of any suspension or withdrawal of the Service due to planned maintenance.
- 6. Users**
- 6.1. You authorise each Global Connect Authorised Person to administer and operate the Service on Your behalf and perform the functions set out in these Global Connect Terms and the Online Help Centre Facility.
 - 6.2. Before You can access and use Global Connect, You will need to appoint at least one Global Connect Authorised Administrator using the relevant section of the Global Connect Set Up Form in accordance with the Mandate set up when You opened Your Account with Santander. Once You have appointed a Global Connect Authorised Administrator, You may remove or amend a Global Connect Authorised Administrator at any time in accordance with the Mandate using the instructions set out in the Online Help Centre Facility.

- 6.3. Each Global Connect Authorised Administrator shall be responsible for:
- 6.3.1. appointing and removing other Global Connect Authorised Administrators in accordance with the Mandate by using the instructions set out in the Online Help Centre Facility;
 - 6.3.2. appointing, removing, suspending and supervising Global Connect Authorised Users and ensuring Global Connect Authorised Users comply in full at all times with the policies, guidelines and security procedures for the Service as set out in the Online Help Centre Facility or otherwise notified to You;
 - 6.3.3. defining the Access Scheme and Global Connect User Permissions for each Global Connect Authorised Person in accordance with the Online Help Centre Facility;
 - 6.3.4. ensuring that Your data is used and payment settings and controls are established in accordance with Your internal policies and procedures; and
 - 6.3.5. managing communications through the Service with Us, including acting on notifications and messages from Us in relation to the Service in a timely manner.
- 6.4. You shall ensure that You and each Global Connect Authorised Person shall at all times:
- 6.4.1. comply with the Online Help Centre Facility and all provisions relevant to the Service and any Transactions carried out, together with any instructions, guidance or notices provided by Us;
 - 6.4.2. comply with the Connect Terms governing Your access and use of Santander Connect Online and Mobile Banking and use of the Mobile Banking App or a Security Device;
 - 6.4.3. have the authority to disclose all personal data and other data provided to Us in relation to a Global Connect Authorised Person and that all such information and data is kept accurate and up to date and properly maintained in accordance with Applicable Laws;
 - 6.4.4. 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, including restricting use of the Service and ensuring that the Security Credentials are not used by an unauthorised person;
 - 6.4.5. not permit any third party to access or use the Service or to gain unauthorised access to Global Connect or the Security Credentials.
- 6.5. You must make sure that each Global Connect Authorised Person has received training on how to use Global Connect and has reviewed the requirements set out in the Online Help Centre Facility.
- 6.6. 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 must notify Us immediately by telephoning the Global Connect Helpdesk at any time, details of which can be found on the website, in Global Connect or in the Online Help Centre Facility. You shall be liable for any losses that may arise as a result of Your obligations under this clause 6.6 not being complied with.
- 6.7. If You know or suspect that Your security with respect to the use of or access to the Service has been compromised in any way including any loss or theft of, or disclosure, of any Security Device, the Mobile Banking App 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 Global Connect Agreement, You must notify Us immediately by telephoning the Global Connect Helpdesk at any time, details of which can be found on the website, in Global Connect or in the Online Help Centre Facility.

7. Instructions

- 7.1. Where You or a Global Connect Authorised Person submits an Instruction through Global Connect, You are responsible for ensuring that the Instruction is accurate and complete. By a Global Connect Authorised Person submitting and authorising an Instruction using their Security Credentials, You will be deemed to have consented to that Transaction being carried out in accordance with the details set out in that Instruction. We shall treat any such Instruction submitted by a Global Connect Authorised Person using their Security Credentials as being authorised by You.
- 7.2. We shall not be liable for acting on the Instructions of a Global Connect Authorised Person, including any person who is not directly employed by You, where the Instruction is given in accordance with this Global Connect Agreement. 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 a Global Connect Authorised Person.

- 7.3. We will act on Your Instructions where they are received on a Business Day, subject to any applicable Cut-Off Times. Except as set out in this Global Connect Agreement, We do not warrant or represent that We will respond to messages or act on an Instruction within a specific timescale. Any indication of a timescale given to You or set out in this Global Connect Agreement is an estimate only and is not binding on Us except where required by Applicable Law.
- 7.4. 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.
- 7.5. You may not and You shall ensure that each Global Connect Authorised Person shall not use the Service for any purpose that is not in accordance with this Global Connect Agreement or in a manner or for a purpose that is not intended by Us. You shall ensure that Your use of the Service and submission of any Instructions does not conflict with and is not in contravention of any Applicable Laws relating to the Service including any Anti-Money Laundering requirements or Applicable Laws relating to financial crime.

8. Accounts

- 8.1. You may request an amendment to the list of Accounts registered for Global Connect by delivering an amended Global Connect Set Up Form to Us in accordance with the Online Help Centre Facility (or such other manner as We may permit from time to time). Where You make an amendment to include and/or remove an Account held by an Affiliate, You represent that You are irrevocably authorised by such Affiliate to act on their behalf in respect of such Account and the operation of the Service.
- 8.2. You agree that Santander has sole discretion over whether to register an Account for the Service and may, if it elects to do so, remove an Account from the Service, at any time, on written notice to You.

9. Charges

- 9.1. You shall pay the charges (if any) to Santander for the Service as set out in the Fee Letter (including in accordance with the timings set out in the Fee Letter).
- 9.2. The charges do not include VAT (which shall be payable by You at the applicable rate in addition to the charges) or any other taxes or duties payable by You in connection with the Service.
- 9.3. Where charges are payable, You agree and irrevocably authorise Santander to:

- 9.3.1. debit the relevant Account(s) specified in the Fee Letter or, if no such Account(s) are specified, to debit any of Your Account(s) with Santander with such charges when they become due; and
 - 9.3.2. set off any amounts owed to Us by You under this Global Connect Agreement against any obligation, whether or not matured, owed by Santander to You, regardless of the place of payment, or currency of either obligation.
- 9.4. Charges will apply in respect of all Accounts, including any Third Party Bank Accounts. You will not be able to nominate a Third Party Bank Account as the Account to which the charges are to be debited.
 - 9.5. We may issue and/or amend the Fee Letter (including the charges) in accordance with the Connect Terms.
 - 9.6. The Global Connect Agreement does not affect any rights or obligations of any party in relation to the payment of any other interest, fees, cost, expenses or other amounts payable pursuant to the Account Terms.

10. Warranties

- 10.1. You represent and warrant to Santander that upon registration for Global Connect and on a continuing basis:
 - 10.1.1. You have reviewed and fully understand Your obligations under this Global Connect Agreement;
 - 10.1.2. You have full authority to enter into this Global Connect Agreement, including in respect of all registrations, approvals, authorisations and licenses required to carry on Your business;
 - 10.1.3. You have full authority to register any Accounts held by You and Your Affiliate(s) with Global Connect and to operate the Service and submit Instructions to Santander on behalf of Your Affiliate(s);
 - 10.1.4. that the information provided by You in the Global Connect Set Up Form and any other information provided by You or any Global Connect Authorised Person is accurate, complete and up to date; and
 - 10.1.5. You are not in breach of any Applicable Laws, including in particular any Anti-Money Laundering requirements or Sanctions Laws and You have carried out all due diligence required under Applicable Laws to satisfy yourself that Your Affiliates are not in breach of any Applicable Laws, including in particular any Anti-Money Laundering requirements or Sanctions Laws.

10.2. In addition, You warrant and represent to Us that, as at the date of this Global Connect Agreement and on each date on which Instructions are submitted to Global Connect:

- 10.2.1. You had a Turnover (as defined in the Account Terms) above £6.5 million when You opened Your Account(s) with Us as set out in the Account Terms; and
- 10.2.2. You have assessed the security arrangements relating to Your access to, and use of, the Service and have concluded that they are not reasonably likely to have a material adverse impact on the rights, obligations or interests of Santander under this Global Connect Agreement; and
- 10.2.3. such Instructions are not contrary to any Applicable Laws relating to the Service including Anti-Money Laundering requirements and/or Sanctions Laws.

10.3. Except as expressly provided in the Agreement, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the Services and/or Global Connect are excluded.

11. Indemnities

- 11.1. You agree to indemnify Santander on demand against any loss We sustain or incur as a consequence of:
 - 11.1.1. any breach by You of any warranty or representation contained in clause 10;
 - 11.1.2. any breach by You or any Global Connect Authorised Person of this Global Connect Agreement; or
 - 11.1.3. any claim by a person that an Instruction contravenes Applicable Laws, Anti-Money Laundering requirements or Sanctions Laws, or any other mandate or prohibition with the force of law.
- 11.2. You are responsible for the accuracy and completeness of all Instructions given to Santander and shall indemnify Santander against any claims from You, an Affiliate or a third party including, without limitation, a Third Party Bank, in respect of any loss incurred or sustained by Santander where an Instruction is found to have been unauthorised or an Instruction given by You is found to have been incorrect or incomplete or given in breach of this Global Connect Agreement.
- 11.3. You shall indemnify Santander and keep Santander indemnified against any actions, claims, demands, costs and expenses arising out of any claim or allegation that the information comprised in Your Instructions or otherwise provided by You contravenes any Applicable Laws, regulations or third party rights including the rights of any Third Party Bank or any intellectual property rights.

12. Confidential Information

- 12.1. You acknowledge that:
 - 12.1.1. Santander's obligations of confidentiality in relation to Instructions or other information received by it or forwarded to it by You, SWIFT or a Third Party Bank under this Global Connect Agreement shall be as set out in the Account Terms and, except as set out in clause 1, are not amended by this Global Connect Agreement; and
 - 12.1.2. to the extent required for the provision of the Services under this Global Connect Agreement, Santander shall be permitted to share with any member(s) of the Santander group (including any Santander Affiliate) any confidential information which Santander receives from You, Your Affiliates or a Third Party Bank and which is required to be disclosed for the purpose of providing the Services.
- 12.2. You shall ensure that You and each of Your Affiliate(s) maintain any materials and/or information that are disclosed by Santander when using the Services as confidential information and that such information is used solely for the purpose of receiving the Services in accordance with this Global Connect Agreement.

13. Data Protection

- 13.1. It is anticipated that each party may share and process personal data of the other party pursuant to the terms of this Global Connect Agreement as separate independent data controllers, in the following circumstances:
 - 13.1.1. in respect of the processing of the other party's employee and personnel personal data for the purposes of administering and managing the inception and day to day business relationship pursuant to this Global Connect Agreement; and
 - 13.1.2. any personal data input by You or an Authorised Person to any documentation or communication, in connection with the Service.
- 13.2. Both Santander and You (including any Global Connect Authorised Person) shall ensure that it complies with all Data Protection Laws when carrying out any obligations under this Global Connect Agreement in connection with any such processing of personal data, in their capacities as separate, independent controllers. The provisions of the Connect Terms and the Account Terms shall also apply to the processing of any personal data (including the personal data of any Global Connect Authorised Person) as part of the Service and shall govern Santander's obligations in respect of such personal data.

- 13.3. As part of the provision of the Service, Santander may send personal data to Third Party Banks. Where a Third Party Bank processes any personal data belonging to a Global Connect Authorised Person pursuant to the terms of this Global Connect Agreement, then it shall do so as a separate, independent controller and such Third Party Bank shall be solely responsible for ensuring that any such personal data is processed in accordance with applicable data protection laws governing the Third Party Bank Account. Santander shall not be liable in any way whatsoever to a Third Party Bank or to You or Your Affiliate(s) for any losses incurred as a result of the failure by the Third Party Bank to comply with applicable data protection laws.
- 13.4. Santander is not responsible for the legality, accuracy or completeness of the personal data input by You or a Global Connect Authorised Person or any Third Party Bank to any documentation or communication, in connection with the Service.

14. Compliance Events

- 14.1. You acknowledge that We may be required, or may in Our reasonable discretion consider it prudent, to take steps in relation to Instructions, Accounts and an Authorised Person 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.
- 14.2. A Compliance Step may include the interception and investigation of Instructions, the inability to accept or process an Instruction and the making of further enquiries as to whether a name which might refer to a Sanctioned Target or entity actually refers to that person or entity.

15. Liability of Santander

- 15.1. This clause 15 sets out the entire liability of Santander (including any liability for the acts or omissions of its employees, agents, Santander Affiliates and/or any subcontractors) in connection with the provision of the Service under this Global Connect Agreement.
- 15.2. You acknowledge and agree that when initiating a payment from a Third Party Bank Account using the Service, We are only responsible for transmitting the payment instruction to Your Third Party Bank and it is the sole responsibility of the Third Party Bank to execute the payment transaction and Santander shall not be liable for any delay or failure to execute an Instruction due to or arising directly or indirectly from any default, negligence, or act or omission by the Third Party Bank. If You experience any issues with a payment made through the Service, You should contact the relevant Third Party Bank in the first instance.

- 15.3. Subject to clause 15.5, We shall not be liable for any of the following:
- 15.3.1. any loss arising as a result of a matter to which You have granted Us an indemnity under this Global Connect Agreement;
- 15.3.2. any delay or non-performance of Our obligations under this Global Connect Agreement arising from any cause or causes beyond Our reasonable control (including a Force Majeure event);
- 15.3.3. any losses resulting from any incorrect, unauthorised or incomplete Instruction(s) supplied by You or provided to Santander by a Third Party Bank or any action or inaction by a Third Party Bank or any inaction resulting from any Instructions or information which were not received by Santander;
- 15.3.4. any loss arising as a result of the acts or omissions of any person who is not party to this Global Connect Agreement including, without limitation, the provider of the Mobile Banking App, the Security Device or any other network or payment systems operator, including a Third Party Bank;
- 15.3.5. any loss incurred as a result of Us taking a Compliance Step in respect of an Instruction or a Global Connect Authorised Person;
- 15.3.6. any loss arising as a result of any incompatibility between the systems or Equipment used by You and those of Santander;
- 15.3.7. any loss of profit, 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
- 15.3.8. 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.
- 15.4. Santander's total liability under any claim or series of claims arising out of or in connection with the Services provided under this Global Connect Agreement shall, in aggregate, in respect of any claims or series of claims arising in any calendar year, not exceed the sum of £50,000 (fifty thousand pounds). The Account Terms shall govern any liability arising out of the use and operation of an Account with Santander in connection with the Service.

- 15.5. Nothing in the Agreement shall operate to exclude or restrict either party's liability:
- 15.5.1. for breaches of its confidentiality obligations under clause 12;
 - 15.5.2. for death or personal injury caused by negligence or that of employees or agents; or
 - 15.5.3. to the extent that any Applicable Laws preclude or prohibit any exclusion or limitation of liability.

16. Termination

- 16.1. You can terminate the Service at any time by giving us one month's notice.
- 16.2. We may terminate this Global Connect Agreement and end the provision of the Service or suspend access to the Service:
- 16.2.1. by giving you at least two calendar months' notice; or
 - 16.2.2. with immediate effect in any of the following circumstances:
 - 16.2.2.1. it is or becomes unlawful for Santander to perform any of its obligations under the Global Connect Agreement;
 - 16.2.2.2. where required for technical reasons;
 - 16.2.2.3. a regulator or governmental body has required Santander to terminate this Global Connect Agreement or cease providing You with the Service;
 - 16.2.2.4. You fail to make a payment or transfer any amount due and payable under this Global Connect Agreement, the Connect Terms or the Account Terms;
 - 16.2.2.5. You or a Global Connect Authorised Person fail to comply with any other obligations under this Global Connect Agreement; or
 - 16.2.2.6. You are no longer registered for Santander Connect Online Plus.
- 16.3. The termination of this Global Connect Agreement shall not affect the rights and obligations of any party accrued under this Global Connect Agreement prior to its date of 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 which are expressly or by implication are intended to come into effect on, or to continue in effect after termination, in each case which shall survive termination of this Global Connect Agreement.

17. Third Party Rights

- 17.1. You may use the Services solely for Your own business purposes and for the benefit of Your Affiliates who shall have the right to rely on and enforce this Global Connect Agreement in accordance with this clause 17.
- 17.2. Other than as set out in clause 17.1, no person who is not a party to this Global Connect Agreement shall have the right to enforce this Global Connect Agreement. You may enforce this Global Connect Agreement on behalf of Your Affiliates and seek to recover losses incurred by Your Affiliates pursuant to a breach by Santander of the terms of this Global Connect Agreement. You shall only be entitled to seek to recover such losses in respect of Accounts held by Your Affiliates that have been used with the Service subject to, and in accordance with, clause 15, this clause 17 and any other relevant provisions of this Global Connect Agreement and the Contracts (Rights of Third Parties) Act 1999.
- 17.3. If You bring proceedings to enforce this Global Connect Agreement against Santander on behalf of Your Affiliate, You shall only have by way of claim, defence, set-off or counterclaim those matters available to You as a party to the Global Connect Agreement.
- 17.4. You acknowledge and agree that Your Affiliate(s) shall have no right to directly enforce this Global Connect Agreement against Us and You agree that You shall procure that Your Affiliate(s) do not bring a claim or right of action directly against Us pursuant to this Global Connect Agreement. In the event that such a claim is brought against Santander or its Affiliates by one of Your Affiliates, You agree that You shall indemnify and hold harmless Santander and its Affiliates against any loss related to or arising out of any such claim.

18. Contacts

In the event You require assistance with the Service, advice can be found in the Online Help Centre Facility. You can also contact the Global Connect Helpdesk using the details set out in the Online Help Centre Facility.

19. General

Any copyright, trademarks and other intellectual property rights existing in Global Connect or any materials provided by Global Connect are owned by or licensed to Santander. The names and logos of any third parties mentioned in Our website may be the trademarks, trade names or unregistered trademarks of those third parties and are used by Santander with the permission of such organisations.

Appendix 1

Account Information Services

1. Viewing Account Balances

- 1.1. You can view balances and transactions on Your Third Party Bank Accounts either:
 - 1.1.1. individually;
 - 1.1.2. as a consolidated view across all Accounts; or
 - 1.1.3. as part of a summary view of selected Accounts.
- 1.2. You can also download the above information using Global Connect. Further details of the download formats that are available within Global Connect can be found in the Online Help Centre Facility.
- 1.3. By registering Your Accounts held with Third Party Banks, You consent to Us retrieving information relating to Your balances and transactions from such Third Party Banks. You can remove a Third Party Bank Account registered for use with the Service at any time by following the instructions in the Online Help Centre Facility. If any Account You ask Us to register is a joint account, You are responsible for getting permission from the other accountholder(s) and informing them how We will use the Account information.
- 1.4. You may view the balances on the Account in either GBP, EUR or USD or such other currency that We make available in the Service from time to time as specified in the Online Help Centre Facility. Where You choose to view balances in a currency other than the currency the Account is denominated in, We will convert the balance to the currency that You have chosen, using the current applicable reference rate available from time to time, to give a nominal balance in that currency for information purposes only. Global Connect will show You the applicable reference rate used for the conversion. The rates shown are for indicative purposes only.
- 1.5. You acknowledge and agree that as the balance and transaction information relating to a Third Party Bank Account is provided by the relevant Third Party Bank, such Third Party Bank will be responsible for:
 - 1.5.1. the preparation and transmission of the account data; and
 - 1.5.2. ensuring that such account data is transmitted to Santander as soon as it becomes available.
- 1.6. It is the sole responsibility of the Third Party Bank to provide Santander with all of the relevant balance and transaction information for the Third Party Bank Accounts. We will not be liable for any losses incurred or suffered by You if the balances on Third Party Bank Accounts or information relating to transactions on the Third Party Bank Accounts are not received on time or at all or are not complete or are inaccurate.
- 1.7. You acknowledge and agree that We do not provide any financial, tax or other professional advice to You as part of the Service and the Service is not intended to provide such advice.

Appendix 2

Payment Initiation Services

1. Instructing Payments

- 1.1 You can request the following types of payments are made from Your Third Party Bank Accounts:
- 1.1.1 payments from an Account held with a Third Party Bank to Your other Accounts;
 - 1.1.2 payments from an Account held with a Third Party Bank to a third party beneficiary; and
 - 1.1.3 payments from an Account held with a Third Party Bank to an account not registered for the Service.
- 1.2 Where You submit an Instruction to request that a payment is made from an Account held with a Third Party Bank, You are instructing Us to send a Swift MT101 message to the Third Party Bank requesting them to make the payment subject to the Cut-Off Times set out in the Online Help Centre Facility.
- 1.3 We may refuse to initiate a payment instruction submitted through the Service where:
- 1.3.1 You provide incorrect or incomplete information;
 - 1.3.2 We do not have Your consent to initiate the payment;
 - 1.3.3 We believe that the payment is fraudulent or unlawful; or
 - 1.3.4 any other reason where we are required to do so by law or regulation.
- 1.4 If We refuse to initiate a payment, We will notify You, unless Applicable Laws prevent Us from doing so.
- 1.5 You acknowledge and agree that when initiating a payment from a Third Party Bank Account:
- 1.5.1 it is the sole responsibility of the Third Party Bank to execute the payment transaction; and
 - 1.5.2 Santander shall not be liable for any delay or failure to execute an Instruction due to or arising directly or indirectly from any default, negligence, or act or omission by the Third Party Bank.
- 1.6 When making a payment using Global Connect, You acknowledge and agree that the Third Party Bank may settle the payment through any payment system it may in its absolute discretion think fit.

- 1.7 To make a payment using Global Connect, You will need to follow the authorisation process set out in the Online Help Centre Facility. This will involve using the Mobile Banking App or a Security Device at the end of the journey to authorise the Instruction. We shall not be liable where the payment is not authorised by a Global Connect Authorised Person in accordance with the Online Help Centre Facility.
- 1.8 It is not possible to cancel or modify an Instruction relating to a payment after it has been authorised as all Instructions will be acted on as soon as they are received.
- 1.9 You agree that Santander may provide a Third Party Bank with any information relating to You or Your Accounts which Santander considers relevant to Your Instruction(s) and may discuss with the Third Party Bank any query relating to an Instruction.
- 1.10 You agree that confidential information belonging to You or Your Affiliates and relating to You, Your Accounts or any Transaction or the Third Party Bank may be disclosed to the Third Party Bank in accordance with the Global Connect Agreement.
- 1.11 Where Santander provides You with information relating to a Transaction carried out using Global Connect, You agree that We shall not be liable if the Third Party Bank provides information that is incomplete or inaccurate. Santander is dependent on the information provided by the Third Party Bank and the Third Party Bank will have the sole liability in the event that any such information is incorrect, missing or incomplete.

2 Currency Payments

- 2.1 When You initiate a payment from a Third Party Bank Account in a currency other than the currency of the Account, prior to executing that payment the Third Party Bank will convert the amount of the payment to the currency that You have chosen using its applicable reference rate and subject to any charges of the Third Party Bank. Santander has no responsibility for, knowledge of, or control over the currency exchange rates or charges applied by a Third Party Bank, which are the sole responsibility of that Third Party Bank.
- 2.2 Where You have arranged a booked rate with a Third Party Bank, that rate must be submitted on the 'payment details' page of Global Connect. It is Your sole responsibility to provide an accurate booked rate and reference number as this information cannot be verified by Us and Santander will not be liable for any errors, omissions or inaccurate information that You provide within Global Connect relating to the booked rate that You have arranged with a Third Party Bank.