

External Asset Managers (EAM) Online Banking service Terms & Conditions

Effective from 31 March 2021

Please read and keep for future reference

Contents

1	Introduction	3
2	Definitions	3
3	Eligibility, usage and access to the Service	4
4	Administration and Users	5
5	Security Credentials	5
6	Maintaining Security	5
7	Third Party Accounts	7
8	Outside the United Kingdom	7
9	Exclusions	7
10	Termination or suspension of the EAM Online Banking service	7
11	Changes to these Conditions	8
12	General	8

1 Introduction

This document contains the terms and conditions applicable to the External Asset Managers (EAM) Online Banking service. These Conditions are in addition to Your General Terms and Conditions and Supplementary Terms and Conditions for Non-Personal Accounts.

If there is a difference between a condition in these Conditions and a condition in your General and Supplementary Terms in respect of your use of the EAM Online Banking service, the condition in these Conditions is the one that shall apply. If there is a difference between a condition in these Conditions and a condition in your General or Supplementary Terms in respect of other aspects of your Account, the condition in your General and Supplementary Terms is the one that shall apply.

To access the EAM Online Banking service you must always do so through our website at www.santanderinternational.co.uk. Our Website Legal Details may contain conditions which apply to your use of our website when accessing the EAM Online Banking service in addition to these Conditions. If there is a difference between a condition in these Conditions and a condition in our Website Legal Details in respect of your use of the EAM Online Banking service, the condition in these Conditions is the one that shall apply.

2 Definitions

'Account' means any account that you hold with us and which we allow you to register for use within the EAM Online Banking service.

'Account Terms' means the terms and conditions applicable to your Account.

'Administrator' is a person appointed by the Customer under the Online Banking Application Form, or appointed by another Administrator within the Service, to administer and operate the Service on behalf of the Customer and be responsible for all functions performed by Users in relation to the Service.

'Conditions' means these terms and conditions.

'Mobile Device' means any mobile electronic device that you use to access the Service, including but not limited to mobile phones, smart phone devices, tablet devices and personal digital assistant devices.

'Online Banking Application Form' means the application form signed by the Customer requesting registration for the EAM Online Banking service.

'EAM Online Banking service' or 'the Service' means the online banking service described in these Conditions.

'Security Credentials' means the security information which all Users will need to access the EAM Online Banking service. These will include the Company ID, the User's user ID, the User's logon password and any security questions and memorable information which we ask the User to confirm (for example, passcode and phrase combination); and any other security requirements which we may require.

'Third Party Account' means an account held with the Bank by a legal entity other than the Customer and which we permit the Customer to register and access for the Service subject to these Conditions.

'Third Party Account holder' means the holder of the Third Party Account with the Bank.

'User' means any person authorised by an Administrator to use the EAM Online Banking service on behalf of the Customer.

'we', 'our', 'us' and 'Bank' means Santander International, which is the trading name of Santander Financial Services plc.

'Website Legal Details' means the conditions of use which govern the use of our website and which can be found on our website.

'Working Day' means any day other than a Saturday, Sunday or public holiday in the United Kingdom.

'you', 'your' and 'Customer' means the legal entity which is registered to use the EAM Online Banking service and which by signing the Online Banking Application Form agrees to these Conditions.

'your Equipment' means all such compatible equipment (including but not limited to Mobile Devices), software and communications lines (including any public communication lines) required by you to sufficiently and securely access the EAM Online Banking service.

3 Eligibility, usage and access to the Service

- 3.1 To use the EAM Online Banking service you must hold at least one Account and have an Administrator (and any User) registered to use the Service. The Administrator (and any User) will need to call our customer services team who will provide You with a Membership Number and send You an Activation Code by email or text.
- 3.2 The EAM Online Banking service allows you to perform a range of services electronically in relation to the Accounts including (but not limited to):
- a) to obtain information relating to the balance and transactions on your Accounts;
 - b) to use such other facilities as we may from time to time make available through the Service.
- 3.3 The services available to the Customer through the EAM Online Banking service may be limited to the features of the Accounts: please see your Account Terms. There may be restrictions, such as the number of Accounts which you may register and access via the Service.
- 3.4 As the Service offers the means to access your account information, we recommend that you regularly print out statements and other information available via the Service or save or export them to a durable medium.
- 3.5 We may make operational changes to the facilities and services available under the EAM Online Banking service at any time. We will notify you of material changes by placing a message on our website.
- 3.6 When using the Service you must follow any instructions and adhere to any guidance we issue. We may vary our instructions and guidance at any time and will tell you about changes either on our website, through the Service itself or by writing to you. You should always check that you are complying with the latest version of our instructions or guidance.
- 3.7 We may place messages or directions on our website and within the Service (including notices of changes to the Service and changes to these Conditions). You should check our website and the Service regularly for such messages or directions.
- 3.8 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 by placing a message on our website or through the Service. If a change in specification results in your Equipment becoming incompatible with our website or becoming unable to perform within our website all of the functions previously performed, you are responsible for replacing or modifying your Equipment so that you may properly access the Service.
- 3.9 You are responsible for obtaining and maintaining your Equipment, for ensuring that it is compatible with the Service, ensuring your Equipment is secure and free from interference and contamination by an unauthorised entity and that you are authorised to use your Equipment where you 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 Equipment.
- 3.10 We are not liable for any third party service you use to access the Service nor for any fees associated with such services (e.g. telephone line or Internet Service Provider charges) or for any other charges you incur in accessing the Service or our Help Desk. All telephone calls between us and you may be monitored to make sure that we carry out your instructions correctly and will be recorded for security, training and quality control purposes.
- 3.11 You 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 the Customer only. You shall keep details of the operation of the Service confidential (after the termination of the Service as well as before then).
- 3.12 We cannot guarantee the speed of, or uninterrupted or continuous access to, the Service as it can be dependent upon factors external to us. We shall use reasonable endeavours to keep the Service free from malicious activity such as viruses and corrupt content but we cannot guarantee that the Service is always free from contamination. We always recommend that you regularly perform virus and malware checks on your Equipment. We shall not be liable for any loss or damage you suffer if your Equipment is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

4 Administrators and Users

4.1 The Customer authorises each Administrator to administer and operate the Service on behalf of the Customer and perform the functions set out in these Conditions. Each Administrator shall also be a User.

4.2 The EAM Online Banking service requires that a minimum of one Administrator is registered for the Service on behalf of the Customer. Where possible we recommend that a minimum of two Administrators are registered for the Service.

4.3 An Administrator is responsible for the following functions on behalf of the Customer:

- a) appointing and removing other Administrators;
- b) appointing, removing and supervising Users and ensuring that Users comply with the policies, guidelines and security procedures for the Service;
- c) undertaking administrative controls and functions within the Service including (but not limited to) account settings, role management and customer settings;
- d) ensuring that customer data is used in accordance with the Customer's internal policies and procedures; and
- e) managing communications through the Service with us, including acting on messages from the Bank in relation to the Service in a timely manner.

5 Security Credentials

5.1 For security reasons, it is a condition of your Account and the EAM Online Banking service that we are satisfied of your identity.

5.2 To access the Service, the User must always use their Security Credentials.

6 Maintaining Security

6.1 It is a condition of the EAM Online Banking service that you follow the safeguards set out in this Condition 6 and, where the safeguards apply to a User (for example in relation to their Security Credentials), that you ensure that each User does so.

6.2 You must comply with the following and ensure that each User does so for the Security Credentials which relate to them:

- a) Take reasonable precautions to prevent anyone else from accessing your confidential information;
- b) Memorise the Security Credentials and securely destroy anything containing Security Credentials as soon as received;
- c) Never write down or record the Security Credentials in a way that they could be understood by anyone else;
- d) Keep the Security Credentials secret and take reasonable steps to prevent anyone else finding out your Security Credentials;
- e) Not quote the Security Credentials when you write to us or over the telephone unless you are providing the information to us in response to questions we ask as part of our security procedures for Help Desk support. When you give any Security Credentials over the phone, you must make sure that you cannot be overheard;
- f) Not disclose the Security Credentials in any email. We will never ask you to disclose your Security Credentials by email;
- g) Take care when storing or getting rid of information about your Security Credentials. People who commit fraud use many methods to obtain this type of information. You should take simple steps such as shredding any printed materials that contain any elements of your Security Credentials;
- h) Not allow anyone else to use your Security Credentials;
- i) Please note that the EAM Online Banking service will only ever ask for a partial entry of your logon password and so entry of or any request for a full password will never be required by the genuine Service;
- j) Never use computer software or a computer browser facility which may record and log the Security Credentials;
- k) Follow any advice or guidance we give you when using our Service. You can visit <https://takefive-stopfraud.org.uk> for useful information about protection against internet fraud;
- l) Neither we nor any law enforcement agency or other official authority will ever contact you to ask you to reveal your Security Credentials;

- m) Always access our Service via our official website or by typing our website address into your web browser. Never go to our Service from a link in an email, or a search result in an internet search engine.
- 6.3 If a User uses a Mobile Device to access the Service, you must take the following precautions and ensure that the User does so:
- a) Ensure that the Mobile Device and its operating system has the latest security facilities and software updates installed. For more information consult the Mobile Device provider;
 - b) Avoid sharing the Mobile Device with other individuals. If the Mobile Device needs to be shared or sent for repair, remove any temporary files and cache stored in the memory of the device, clear your browsing history and make sure you are logged out of the Service;
 - c) Do not download software to the Mobile Device until its authenticity has been verified;
 - d) Set up a PIN or password on the Mobile Device where possible so that it cannot be accessed if it is lost or stolen.
- 6.4 You must ensure that no one can oversee or in any other way monitor your use of your Equipment when you are accessing the Service. You must always exit the Service when leaving your Equipment unattended and before you allow anyone else to use your Equipment. Please take special care when accessing the Service from public areas ensuring on exit of the Service that all browsing history and content viewed is removed from the Internet software used. You must close your browser session once you have logged out of the Service. For your security you are automatically logged out after a period of inactivity.
- 6.5 Please act on any additional instructions we give you through the website or the Service itself. Any additional instructions will reflect good security practice, taking account of developments in security and safe use of the Service.
- 6.6 You must contact us immediately if:
- a) you become aware of any error or any suspected error in the Service or in any transaction resulting from using it. You should check your Account statements regularly and carefully;
 - b) you suspect or discover that someone else knows your Security Credentials or you believe that your Security Credentials may have been misused or compromised;
 - c) you have forgotten your Security Credentials.
- 6.7 We may give information to the police or to a regulatory authority without asking you about any misuse or abuse of your Security Credentials or the Service.
- 6.8 We will always tell you how to use your Security Credentials and how and when you need to change them. We may ask you to change your Security Credentials at any time and for any reason. You must change your Security Credentials if we ask you to do so.
- 6.9 We may make changes to the security procedures of the Service at any time (such as to your Security Credentials). We will tell you of our intention to do so and our reasons why beforehand, unless we are unable to tell you beforehand, in which case, we will tell you immediately after we do so.
- 6.10 We can withdraw or suspend Security Credentials:
- a) if we believe that this is necessary for security reasons;
 - b) to prevent suspected unauthorised or fraudulent use of your Account.
- We may do this, for example, if there have been too many unsuccessful attempts to access the EAM Online Banking service using incorrect Security Credentials.
- 6.11 If we withdraw or suspend your Security Credentials, we will tell you and our reasons why beforehand, unless we are unable to tell you beforehand, in which case, we will tell you immediately afterwards. We are not obliged to tell you that we are withdrawing your Security Credentials, if doing so would compromise our security or be unlawful. You can apply for new Security Credentials by contacting the Help Desk, provided that the reason for previous withdrawal or suspension no longer exists.

- 6.12 We take all reasonable steps to safeguard the security of your confidential information when you use the EAM Online Banking service but we cannot guarantee the security of any confidential information that is transmitted through the Internet.

7 Third Party Accounts

- 7.1 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 the Customer provided that 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.
- 7.2 In addition to any indemnities 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 from providing the Service or acting on Instructions in relation to Third Party Accounts.

8 Outside the United Kingdom

The EAM Online Banking service complies with various UK regulatory frameworks and may not be compliant with local law and policy in some countries outside the UK. If you decide to use the Service outside the UK, you are responsible for ensuring that your use of the Service is compliant with local law and we shall not be liable for any loss or damage suffered by you as a result of you not being able to use the Service in such countries.

9 Exclusions

- 9.1 If we are not able to provide the EAM Online Banking service because of causes beyond our control, we will not be liable to you for any loss which you may suffer. Causes beyond our control include but are not limited to:
- a) Internet service disruptions beyond our control;
 - b) malfunction of your Equipment;
 - c) unauthorised and/or fraudulent access to the Service; and
 - d) loss and/or corruption of data.

- 9.2 We do not guarantee that the Service and corresponding software is error free, and if you find any errors, we would ask you to notify us as soon as possible so we can take appropriate action.

10 Termination or suspension of the EAM Online Banking service

- 10.1 You can end your use of the Service by telephoning our Help Desk, or through your Relationship Manager or by writing to us.
- 10.2 Your use of the Service will end automatically if you close all of your Accounts.
- 10.3 We may close or suspend your use of the Service, or any part of it, at any time. If we decide to do this, we will wherever possible give you at least 30 days' notice by email or in writing unless there are exceptional circumstances, for example, we believe you are no longer eligible for the Account, you have given us false information or have otherwise acted dishonestly in your dealings with us, you or someone else are using the Account illegally or fraudulently, you have acted abusively or violently towards our members of staff or you are seriously or persistently in breach of these Conditions or the Account Terms.
- 10.4 If we need to carry out maintenance or improvement work to the Service or if we are required to do so by circumstances beyond our control we may have to withdraw or suspend the Service so that it ceases to be available to any of our customers. If we do this, we will give you prior notice through the Service or by putting a notice on our website. We may be unable to give you prior notice if the maintenance or repair work is urgent and important or due to circumstances beyond our reasonable control.
- 10.5 If your use of the Service ends:
- a) you must return to us or destroy any Security Credentials and other documentation and materials you have relating to the Service;
 - b) rights and liabilities which have accrued at that time will continue to subsist between us;
 - c) any of these Conditions that can continue to apply will do so.

10.6 If you do not use the Service for a period of 6 months or more we may treat this as your indication that you no longer require the Service and we may remove your Accounts from the Service on giving you at least 30 days' notice by email or in writing.

11 Changes to these Conditions

11.1 We may change any of these Conditions at any time provided we give you at least 30 days' notice of any change to a Condition.

11.2 We can give you notice in any of the following ways: via post, electronic mail, a notice displayed on the website, or by any other means we agree with you.

12 General

12.1 You may not pass on or transfer to anyone else any of the rights, obligations or interests created in these Conditions but subject to any legal requirements, we may do so at any time.

12.2 Apart from you and us, no other person has any right to enforce any of these Conditions.

12.3 Each of these Conditions is separate from all other Conditions, so that if one is found to be invalid or unenforceable this will not affect the validity of any of the others.

12.4 If we do not enforce or decide to waive any of the rights we have under these Conditions, or if we delay in enforcing them, that does not stop us from taking any action to enforce our rights in the future.

12.5 The headings used in these Conditions are for ease of reference only and shall not affect the meaning of these Conditions.

12.6 English Law applies to these Conditions (and to any non-contractual obligations arising out of or in connection with them). You and we agree the courts of England and Wales will have non-exclusive jurisdiction to hear any disputes arising in relation to these Conditions.

12.7 You may view, print, download or store temporarily extracts from our website for your own personal reference or for the purpose of applying to us to access or use the products and services featured on our website. No other use (including without limitation the alteration, deletion, utilisation or extraction) of the content and materials featured on our website is permitted without our written permission. Otherwise than as provided our website cannot, whether in whole or in part, be copied, reproduced, distributed or transmitted in any medium (including without limitation by the Internet) without our prior written permission having been obtained. All rights, save as expressly granted, are reserved.