Santander Cash Nexus

TERMS AND CONDITIONS OF USE

This website <u>www.santandercashnexus.com</u> (hereinafter, the "Website") is owned by BANCO SANTANDER, S.A. (hereinafter, "Banco Santander"), an institution registered with the Bank of Spain with registration number 0049, whose registered office is in Santander, at Paseo de Pereda, 9-12, and whose Tax ID number is A-39000013.

By accessing this address and any of its pages, you are considered a user and are deemed to have accepted these Terms and Conditions of Use.

INTELLECTUAL PROPERTY RIGHTS

All the content of this Website, such as text, graphics, photographs, logos, icons, images, as well as the graphic design, platform and software, is the exclusive property of Banco Santander, S.A. and subject to intellectual and industrial property rights that are protected by international law.

The use, reproduction, modification, distribution, transmission, manipulation and any usage outside the usage that is normal and necessary in order to visit the pages and to make use of the services offered there is prohibited.

The user undertakes to hold Banco Santander, S.A. harmless against any claim, whether in or out of court, by third parties based on violation of intellectual property, industrial property or image rights in breach of the provisions of this clause.

LIABILITY

These terms and conditions regulate access to the website <u>www.santandercashnexus.com</u>. Nevertheless, the provision of cash management services shall be governed by the terms and conditions that users have agreed with Banco Santander and by the legislation applicable to them.

In no event shall Banco Santander S.A., as owner of the www.santandercashnexus.com website, be liable for actions, omissions, errors or damages arising from the provision of such services; any liability that may arise from them shall be governed by the provisions of the service contract signed between the user and Banco Santander or any of its affiliates.

Banco Santander does not guarantee permanent access to this Website; accordingly, it may interrupt your access and use thereof where necessary to carry out technical improvements or maintenance, and it accepts no liability whatsoever *vis-à-vis* the user for any damage that may arise to the latter as a result of such circumstances. Banco Santander accepts no liability whatsoever for failures, interruptions or errors in the Website for causes attributable to third parties, such as communications operators or internet service providers.

Banco Santander accepts no liability whatsoever for any damage resulting from the misuse of the contents of the website, and reserves the right to update, restrict, suspend, cancel or prevent access to them temporarily or permanently without prior notice.

Santander Cash Nexus

Banco Santander accepts no liability whatsoever for any security errors that occur due to the use of computers infected with computer viruses or for the consequences of browser malfunctions or the use of outdated versions of the browser, operational failures or interruptions in the service or transmission, failures or overloads in the line or overloads in the Data Processing Centre, in the internet system or in other electronic systems.

This Website may occasionally use own and third-party cookies to enhance our services by analysing your browsing habits. Cookies are files that are stored on the computer of a user who is browsing the Internet; in particular, they contain a number that enables the user's computer to be identified univocally, even if the user changes their location or IP address. The website may be accessed without accepting cookies, but disabling them may prevent it from working properly.

If you browse the website, we understand that you agree to their use; we recommend that you read our Cookies Policy carefully to have detailed information about the cookies used by this website, the purposes for which they are used, and how you can reject them or revoke consent to their use.

AMENDMENTS

Banco Santander reserves the right to modify the presentation or configuration of the Website and these terms and conditions, for which purpose it will be sufficient to post the amended wording of the terms and conditions and/or the Website.

APPLICABLE LAW AND JURISDICTION

Banco Santander and the user expressly agree that these terms and conditions for the use of the Website will be governed by the provisions of Spanish law, without prejudice to the legislation applicable to the provision of cash management services, which will be governed by the law that is applicable in accordance with the service agreement that has been signed.

For any issue arising in connection with the performance, execution and/or interpretation of these terms and conditions of use, the user and Banco Santander expressly and formally submit to the Courts and Tribunals of the city of Madrid and expressly waive any other venue to which they might be entitled.