Your Agreement

Product Specific Conditions

Bacstel – IP Direct Submitters

Contains additional terms and conditions for the Bacstel-IP Direct Submitters service you receive from us.

1. Meaning of words we use

Account means an account with us nominated by an Organisation for Bacstel-IP transaction payments and receipts. This account may be an individual account or a group account.

Administration means the service provided through Bacstel-IP to allow Contacts (depending on the rights granted to them) to:

- set up new Contacts;
- allocate Contact access rights;
- amend Contacts' details;
- amend Contacts' access rights; and
- suspend or delete a Contact's authority.

Alternative Security Method/ASM means a non-PKI-based method of accessing the Service using a Contact ID and Password. This provides secure access to low-risk functions on the Bacs payments services web channel (for example, accessing reports and maintaining non-sensitive reference data).

Applicable Requirements means any requirements in relation to your use of the Service told to you by Bacs verbally or in Writing from time to time (including any guidelines set out in Instruction Materials, for example, the Bacstel-IP Materials). This also includes any law, regulation, order, rule, guidance, voluntary code or standard applicable to you (including all import and export controls and requirements).

Approved Software means software that has been approved through the Bacs Approved Software Service.

ASM Contact means a Contact who accesses the Service by using the ASM.

Authorised Signatory means an authorised signatory on one or more Accounts who is granted rights by the Organisation under an authority or mandate given by the Organisation to us to:

- apply for the Service on behalf of the Organisation; and
- appoint other Contacts.

Bacs means Bacs Payment Scheme Limited and/or VocaLink Limited (and any successor entity or entities).

Bacs Confidential Information means all information of Bacs and any member of Bacs that is disclosed or made available to you for using, Bacstel-IP and the Service. To be Bacs Confidential Information, it must be:

- by its nature confidential;
- described as confidential by the party who discloses it or to whom it relates;
- information you know or should reasonably know is confidential, including:
  - information relating to any customer of ours or any member of Bacs;
  - any customer of us or Bacs;

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- information relating to the operation, internal management, structure, personnel, policies or business strategies of Bacs, us, any member of Bacs or Bacstel-IP; and
- computer object or source codes and related documentation.
- **Bacs System** means the system relating to the automated clearing and settlement of payments operated by Bacs.

Bacstel-IP means a service providing a highly secure access channel into Bacs using internet technologies and PKI to allow access to Bacs' payment services, including payment file processing, report accessing, which carries out some online validation of Submissions.

Bacstel-IP Materials means any materials, provided by Bacs to you or other Contacts in connection with the Service, including the Bacstel-IP Service User Guide.

Bacstel-IP Service User Guide means the document entitled 'Service User Guide – Bacstel-IP' (Bacs document reference PN3763) provided by Bacs, as amended from time to time.

Business Day means Mondays to Fridays except public and bank holidays. Most services are available 9am to 5pm but some branches may have shorter opening times.

Commercial Computer Bureau means a commercial computer bureau that is authorised by us to make submissions to, receive output from, or collect reports from, the Bacs System on behalf of your customers who may supply you with data in a variety of formats. Your customers may be authorised to use Bacstel-IP by any member of Bacs.

Contact means each Primary Security Contact and any Additional Contact appointed by you.

Contact means a person who is authorised to access and use the Bacs System via Bacstel-IP (either using the digital identification service or ASM) on behalf of a member of the Bacs System (including us) or a Service User (as the case may be).

Contact ID means a unique alphanumeric identification code of up to 18 characters generated from a Contact's surname and a 6-digit number which is used for ASM with a Password.

Different Member Model means where:

- you are a Commercial Computer Bureau that makes Transmissions using the Service;
- you accept payment instructions relating to these Transmissions from your customers in connection with their accounts with other members of the Bacs System; and
- these payment instructions are not authenticated using the PKI service of such other members.
- **Digital Certificate** means a data structure used in PKI to bind an individual (as identified by the Distinguished Name) to a Public Key, the corresponding Private Key being securely owned by that individual. A Digital Certificate is issued by a trusted certification authority. For Bacstel-IP, Digital Certificates may be held on a Smart Card or an HSM.

Digital Identification Service is the security technology used to address things like transmissions being confidential. Full details are in the **PKI Customer Agreement**.

Digital Signature means the result of hashing data and encrypting the hash using a Contact's Private Key. Successful verification of a Digital Signature using the Contact's Public Key provides a guarantee to a recipient that the signed file came from the person who sent it and that it has not been altered since it was signed. The signature is attached to the file or message before it is sent.

Direct Submitter means a Service User who submits Transmissions directly to Bacs via Bacstel-IP and includes, but is not limited to, In-House Bureaux, Grade 3 Users, Multi-Banked Customers and Commercial Computer Bureaux.

Distinguished Name means a unique piece of information allocated to a Contact, partly based upon the Contact's name, which is held on the Contact's Digital Certificate. This information is recorded on Bacstel-IP when a Smart Card/ Certificate is registered.

Good Response means that the Digital Certificate is 'active'. Being active means that it has not been revoked or suspended.

Grade 3 User means where you hold an account in respect of which a contra instruction exists. This instruction substitutes for that Account an account held by the Office of His Majesty's Paymaster General with the Bank of England.

Hardware means the equipment used in the operation of the Service.

Hardware Security Module/HSM means a hardware device used for the secure storage of data, particularly PKI credentials such as Private Keys and Digital Certificates that can be used by a Contact to effect unattended Submissions to Bacstel-IP.

Information means the information accompanying the Software.

In-House Bureau means a service department or office of an Organisation that makes Submissions to and/or receives output from the Bacs System via the Service from a single Service User Number on behalf of various other service users belonging to the same Organisation.

Instructional Materials means all documents, information and other materials provided or made available to the Organisation, its employees, contractors or agents at any time by or on behalf of us or Bacs in connection with the implementation and operation of Bacstel-IP. This includes the Bacstel-IP Service User Guide.

Intellectual Property Rights means all intellectual property rights in any part of the world and includes patents, rights in inventions, registered and unregistered trademarks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs, copyrights, database rights, rights in know-how. These also include rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of these intellectual property rights.

Keys mean the Private Key and the Public Key.

Multi Banked Customer applies where you have Bacs System settlement accounts at more than one bank.

Multi Certificated Commercial Bureau Model means the model where a Commercial Computer Bureau:

- makes Transmissions to or collects reports from Bacs using the Service where the Transmission specifies an Account; and
- uses a digital certificate obtained through a service provided by another member of the Bacs System where the Transmission specifies an account held with that other member.

Nominated Account means an account held by you with another bank that we may agree from time to time.

Organisation means a customer organisation sponsored by the Sponsoring Bank to use the Service.

Password means an ASM access code associated with a Contact ID as issued by the Bacs System to the relevant ASM Contact or changed, later, by the Bacs System or any ASM Contact, as allowed for by the Bacstel-IP Service User Guide and other guides issued by Bacs.

PKI Customer Agreement means an agreement between you and us relating to the access and use by you of the Digital Identification Service. (A copy of it can be found at **https://business.bankofscotland.co.uk/commercial-terms/pki-agreement.html** or such other address as we may let you know in Writing, from time to time).

Primary Security Contact/PSC means an individual authorised to access the Bacs System using ASM on behalf of your Organisation and who has been issued with a Contact ID and an Access Code by the Bacs System. This individual must also have been authorised by your Organisation to perform certain functions via the Bacs System including the ability to set up and maintain additional contacts.

Private Key means a cryptographic key used in PKI which must be kept private to the Contact and which has an associated Public Key. In Bacstel-IP, the Private Key is used for Signing.

Public Key means a cryptographic key used in PKI which is contained in the Digital Certificate and which is associated with a specific Private Key. In Bacstel-IP, the Public Key is used for checking signatures.

Public Key Infrastructure/PKI means a set of infrastructure services that supports the use of Public Key-based Digital Signatures and encryption. PKI security is used by Bacstel-IP. Each Contact has a Public Key and a Private Key. Messages signed with the Private Key can only be checked with the associated Public Key.

Reference Database means the database held by Bacs that records details that have been inputted by Bacs, us and the Organisation, about the Organisation. This includes the levels of authorisation and permission in relation to Transmissions submitted to Bacs by the Organisation as part of Bacstel-IP.

Service means the service operated through the Sponsoring Bank to use Bacstel- IP using either PKI or ASM and which is described in more detail in the Instructional Materials.

Service Requirements means the guidelines relating to the use of the Service issued by us and Bacs from time to time, including the Instructional Materials.

Service User means a company, Financial Institution, group of companies, charity etc. that is sponsored by the Sponsoring Bank to use one or more Bacs services.

Service User Number means a 6-digit number given by the Sponsoring Bank to a Service User to identify it to Bacs.

Sign, **Signing** or **Signed** means the use of a person's Private Key and associated Digital Certificate to create a Digital Signature on or for a Transmission.

Smart Card means a plastic card with an embedded microchip that is used to store a Contact's Digital Certificate (Public Key and Private Key).

Smart Card User means a User who accesses the Service via a Smart Card.

Software means the middleware software used in the operation of the Service that helps communication between a Smart Card and Smart Card-enabled higher applications.

Sponsoring Bank means Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ (company no. SC327000).

Submission means a payment file transmitted to Bacs for processing.

Thin Client Model means a Commercial Computer Bureau:

- which uses the Service to authenticate Transmissions; and
- whose customers use the PKI service of another member of Bacs to authenticate payment instructions to you.

Transmission means an instruction, message, file, data or other communication which is transmitted in electronic form via Bacstel-IP to or from Bacs. This includes any such communication which allows access to, or changes to be made to, the Reference Database. This data may consist of all or part of a Submission. Each Transmission must involve a transport header (in XML).

User Guide means the guidelines that we provide from time to time in connection with your operation of the Service, including:

- guidance in hard copy form (for example, in a user manual or by letter);
- spoken guidelines (through any technical helpdesks we may operate);
- guidance through any online help service available as part of the Service;
- any updates of any of the above items; and
- any other information provided by Bacs.

Viruses means viruses, worms, Trojan horses, malicious code, locking or destructive mechanisms or any thing or things similar to any of the foregoing or analogous to them.

Writing for the purposes of these Product Specific Conditions, means all forms of written communication, including electronic communication (not excluding email and fax).

Your System means the electronic equipment or other device used by the Contacts to access the Service.

2. What is the Bacstel-IP Direct Submitters Service?

2.1 The Service allows you to originate payment instructions, create payment files and submit these directly to Bacs.

2.2 The Service will apply only to instructions for payments in sterling unless we agree something else with you.

3. What do you need to read to understand your agreement with us?

These Product Specific Conditions are just one part of the agreement between you and us relating to the **Service**. You also need to read:

- The General Conditions;
- The authority you have given to us relating to the **Service**;
- Your application form for the **Service**; and
- The Account Charges and Processing Times brochure

These Product Specific Conditions apply in addition to:

- The terms of any facility letters you have entered into with us;
- The Instructional Materials provided to you by us or Bacs; and
- The terms and conditions relating to any Accounts.

These Product Specific Conditions in conjunction with the **Digital Identification Service** set out how you must use the Service as a Direct Submitter, In-House Bureau, Grade 3 User, Multi-Banked Customer, or Commercial Computer Bureau. The terms which apply to you will be different depending on which one of these types of organisation you are.

4. What happens if the documents which make up the agreement say different things?

If these Product Specific Conditions say one thing, and the General Conditions say another, these Product Specific Conditions will apply.

If these Product Specific Conditions or the General Conditions say one thing, and the Instructional Materials say another, the Instructional Materials will apply.

5. Are there any rules that apply to how the Service can be used?

5.1 You must use the Alternative Security Method (ASM) to access and collect reports and modify certain reference data on the Bacs System if you have been authorised by us to use ASM.

5.2 You must not, and must make sure that Contacts do not use the Service for any illegal purposes.

5.3 You must not, and must make sure that Contacts do not, use any service other than this Service to collect reports or maintain reference data on the Bacs System for your Service User Number(s).

5.4 Your Bacs limit will be agreed between us and you before you enter into these Product Specific Conditions and may be changed by agreement with us from time to time.

5.5 You must make sure that all Contacts within your Organisation act in line with the User Guides and PKI Customer Agreement.

5.6 You must always:

5.6.1 follow all Applicable Requirements;

5.6.2 obtain and maintain all necessary licences, consents, permissions and authorisations; and

5.6.3 make sure that you tell us about any changes to customer reference/contact data necessary to sign, submit or receive Transmissions (including, without limitation, data relating to the import or export of any equipment, software or technology).

Direct Submitters, In-House Bureaux and Grade 3 Users

5.7 When we sponsor you to act as a Direct Submitter, you must, and must make sure that Contacts only use the Service in connection with Bacs for submitting Transmissions directly to Bacs or for collecting reports from Bacs for your own Service User Number(s) which:

5.7.1 if you are a Direct Submitter or an In-House Bureau, sets out an Account held by you as the account to be debited or credited;

5.7.2 if you are a Grade 3 User, specifies an Account held by you in respect of which a contra-instruction exists which substitutes for that Account an account held by the Office of His Majesty's Paymaster General with the Bank of England as the account to be debited or credited; or

5.7.3 makes changes to the details held on the Reference Database about, or associated with, an Account or provides access to any other information held by the Bacs System relating to that Account. This includes any information relating to the processing of payments made or to be made to or from that Account.

Multi-Banked Customers

5.8 If you are a Multi-Banked Customer, where we provide the Service, you must, and make sure that Contacts, only use the Service for submitting Transmissions directly to Bacs or for collecting reports from Bacs for your own Service User Number(s) which:

5.8.1 relates to an Account or a Nominated Account; or

5.8.2 makes changes to the details held on the Reference Database about, or associated with, an Account or a Nominated Account or provide access to any other information held by the Bacs System relating to that Account and/or Nominated Account. This includes any information relating to the processing of payments made or to be made to or from that Account and/or Nominated Account.

5.9 Where another bank is providing the security credentials to access the Bacstel-IP service we agree to settle payments associated with Transmissions submitted by you using the other bank's Bacstel-IP service from your Account. This is provided that you have entered into a mandate agreement with us to allow us to operate your Account in line with instructions issued using these Transmissions.

Commercial Computer Bureaux

5.10 If you are a Commercial Computer Bureau, you must, and must make sure that Contacts, only use the Service for submitting Transmissions directly to Bacs or for collecting reports from Bacs on behalf of:

5.10.1 in the Multi Certificated Commercial Bureau Model, any Service User authorised by us where the Account is with us;

5.10.2 in the Thin Client Model, any service user authorised by any other member of Bacs where that service user always signs the relevant Submission itself; or

5.10.3 in the Different Member Model, any service user authorised by any other member of Bacs to submit Transmissions to you in line with clause 5.14 below. That service user must only state an account that it maintains with the other member as the account to be debited or credited in any Transmissions submitted.

5.11 You may process for any other service user Transmissions submitted to you using the Service. This is provided that the service user has been registered on the Reference Database by the member of Bacs that sponsored that service user.

All customers

5.12 If you have been authorised by us to use the Alternative Security Method (ASM) to access the Bacs System via the Service, you may use ASM to access and collect reports and modify certain reference data on the Bacs System.

6. What security measures must you take in connection with this Service?

6.1 Before you can use the Service you must set up your own appropriate security procedures in line with the Bacstel-IP Service User Guide.

6.2 The General Conditions set out some rules you have to follow to keep your Accounts safe, but there are some extra things you need to do in relation to the Service. You are responsible for making sure that each Contact acts in line with the security procedures set out in the User Guide, Your Agreement and the PKI Customer Agreement at all times.

6.3 You agree that we or our licensors own all Digital Certificates and Smart Cards issued to you, including any technical specifications and service marks.

6.4 You are responsible for making sure that each Smart Card user follows your own security procedures, these Product Specific Conditions, the PKI Customer Agreement and any other procedures set out in the User Guide that we or Bacs tell you about.

6.5 You must at all times follow the rules for the Service when using the Service.

6.6 You must make sure that all Contacts check the information and data provided through the Service. If any such information or data is incorrect or incomplete, you must make sure that we are told about this by following the procedures we have told you about.

6.7 You must tell us as soon as possible by calling the Bank of Scotland Bacstel-IP Helpdesk on 0345 266 0085 at any time if you become aware of or suspect:

6.7.1 that these Product Specific Conditions or the Service Requirements have not been followed by any Contact or other person within your Organisation or,

6.7.2 where you are a Commercial Computer Bureau or In-House Bureau, by any of your customers; or

6.7.3 any loss, theft, or unauthorised use of a Smart Card, HSM or ASM or any fraud in or breach of the security affecting the Service, giving reasonable details of the circumstances.

7. How will we carry out your instructions?

7.1 You must not let anyone other than Contacts authorised by you use the Service.

7.2 You agree that the Primary Security Contacts are authorised by you to conduct Administration and that we do not need any further instruction or confirmation from you to implement the changes made by a Primary Security Contact performing Administration. You will tell us in Writing of any changes that we need to make.

7.3 You agree that any Contact may validly give instructions electronically through the Service in connection with any Service User Number or Account (or a bank account with another member of Bacs where relevant) which you have authorised that Contact to access through the Service. You agree that Bacs may act on those instructions.

7.4 We are allowed to act on, and you accept full responsibility for, any Transmission Signed using a Private Key and Digital Certificate issued by the Digital Identification Service to the Customer. This is provided that:

7.4.1 the Digital Certificate used to Sign the Transmission is valid, has not expired and has not been revoked or suspended; and

7.4.2 the Transmission does not break the authorisation and permission rules set out in the Reference Database in relation to the relevant Service User, whose Contact has used its Digital Certificate to Sign the Transmission.

7.5 We may decline to validate an instruction and insist on written confirmation of that instruction from an Authorised Signatory.

7.6 You may submit instructions for a Transmission at any time but instructions will be processed only on Business Days during the times set out in the Bacstel-IP Service User Guide.

7.7 In order to act in line with requirements under the Bacs scheme rules, we may recall a Transmission that has been submitted on your behalf. We will contact you if this happens.

8. How must you protect confidential information?

8.1 You must keep any Bacs Confidential Information that you receive confidential at all times, and must not:

8.1.1 use Bacs Confidential Information or any part of it for any reason other than for use in Bacstel-IP or any payment, clearing or other scheme run by Bacs; nor

8.1.2 disclose Bacs Confidential Information or any part of it to any person other than to your employees, agents, contractors or any member of your Organisation when this is necessary for their use of Bacstel-IP or any payment, clearing or other scheme run by Bacs. If you disclose this information to any of these people, you must make sure that these people meet the confidentiality obligations in this clause 8.

8.2 You are allowed to disclose the Bacs Confidential Information:

8.2.1 if you need to, to follow your responsibilities in these Product Specific Conditions;

8.2.2 to a third party if it is required by any court of competent jurisdiction or by a governmental authority or regulatory authority or if a disclosure is legally required; and/or

8.2.3 where you are able to do so without breaking any legal or regulatory requirements. If you are planning to disclose the Bacs Confidential Information, you will give the owner of the Bacs Confidential Information being disclosed written notice as soon as reasonably possible before your planned disclosure.

8.3 These obligations do not apply to information which:

8.3.1 you can show was known by you before you received or learned the information under or in connection with Bacstel-IP or any payment, clearing or other scheme run by Bacs and had not previously been given to you under an obligation for you to keep it confidential;

8.3.2 is in or comes into the public domain, and has not come into the public domain because these Product Specific Conditions or any other confidentiality obligation has been broken;

8.3.3 you can show was independently developed by you; or

8.3.4 is disclosed to you by a third party without that third party breaking any obligation of confidentiality.

8.4 Where you stop using Bacstel-IP or any payment, clearing or other scheme run by Bacs, you are not allowed to keep any Bacs Confidential Information. That is unless you are required to keep the information to meet any Applicable Requirements or to maintain a record of Transmissions or any other materials about your involvement in Bacstel-IP. These Product Specific Conditions continue to apply to you for so long as you hold any Bacs Confidential Information.

8.5 You agree to keep confidential all copies of the Software and the Information.

8.6 You agree to:

8.6.1 secure and protect all copies of the Software and the Information in a way that is consistent with your obligations under these Product Specific Conditions; and

8.6.2 take appropriate action, in order to satisfy your obligations under these Product Specific Conditions. This will include giving instructions to your employees, temporary employees, consultants or other third parties who are permitted access to such Software and/or the Information about protecting and securing Software and Information. You agree to tell us immediately if there is any unauthorised use, possession or knowledge of all or any part of any Software or Information that becomes known to you. You must provide us with any details that we request in relation to this.

8.7 If there are other confidentiality obligations in place between you and us, Bacs and/or any member of Bacs, and any software provider, those obligations will also continue to apply.

9. Are any Intellectual Property rights granted in connection with the Service?

9.1 All rights, title, interest and Intellectual Property Rights in the Bacstel-IP Materials must be owned by Bacs or its licensors. You will not get any right, title or interest in any Bacstel-IP Materials or in any Intellectual Property Rights in those materials.

9.2 All rights, title, interest and Intellectual Property Rights in the User Guides will be owned by the Bank or Bacs. You will not get any right, title or interest in any User Guides or in any Intellectual Property Rights in those guides unless you are granted any right, title or interest in these Product Specific Conditions.

9.3 We grant you a licence to use and copy (but not to sublicense) the Bacstel-IP Materials (other than any documents, information and other materials relating to Bacs and the User Guides). This will be only to the extent necessary to enable Contacts to Sign, submit and receive Transmissions.

9.4 If you are a Commercial Computer Bureau, you are allowed to sub-license the Bacstel-IP Materials (which does not include the Software and Information) to your customers. This will only be to the extent necessary to allow your customers to sign, submit and receive Transmissions or to access the Bacs System via ASM.

9.5 We give no warranty that the Bacstel-IP Materials and User Guides licensed to you will not infringe the Intellectual Property Rights of any third party.

9.6 The licence set out in clause 9.3 will end automatically on any termination or suspension of Bacstel-IP by Bacs and/or any termination or suspension of the Service by us.

9.7 On termination of the licence granted in clause 9.3, you must destroy all copies of the Bacstel-IP Materials and User Guides provided to you or which are in the Contacts' possession, custody or power.

9.8 If you are a Commercial Computer Bureau and you have sublicensed any Bacstel-IP Materials to any of your customers in line with clause 9.4, on any termination or suspension of Bacstel-IP by Bacs and/or any termination or suspension of the Service by us, you must make sure that the Bacstel-IP Materials, including all copies, are destroyed.

10. Will you send out Smart Cards to addresses outside of the UK?

We have the right not to send out Smart Cards and/or any security and Instructional Materials to addresses outside of the United Kingdom.

11. What must you do to prevent Viruses?

11.1 You must use all reasonable care (including the use of up-to-date Virus checking software) to prevent the introduction of any Viruses into, or any Virus contamination (including cross-contamination) of:

11.1.1 any Transmissions;

11.1.2 the Service;

11.1.3 any ASM or PKI-based service used by any other participant to access Bacstel-IP; or

11.1.4 any Bacstel-IP related hardware or software.

12. When are we each responsible for losses in connection with the Service?

12.1 This clause sets out our responsibility to you for your losses in contract, tort (including negligence), misrepresentation, restitution or in any other way related to performance or expected performance of these Product Specific Conditions, and/or your use of the Service.

12.2 Our responsibility for those losses in any period of 12 months (or a shorter period if we have not been providing the Services for a full 12 months) up to the date when the losses were incurred, will not exceed:

(a) the amount (if any) needed to refund you for any transaction as required by law; and

(b) the amount of the fees paid by you for the Service for that period or the sum of £5,000, whichever is the greater.

12.3 Where you suffer loss because of Bacs, our responsibility under clause 12.2 will also be limited to what we may be able to recover from the Bacs scheme providers.

For example, if we recover £2,000 then this will be passed onto you and you will not be able to recover more than that.

12.4 You are responsible for any loss we suffer as a result of you breaking any of these Product Specific Conditions or allowing any Contact to do so.

12.5 We (and our licensors) will not be responsible for any loss of profits, loss of business, loss of goodwill or any form of special damages or for any losses not directly associated with the incident that may cause you to make a claim against us. This will be the case even if the losses were reasonably foreseeable and whether or not the claim:

12.5.1 relates to the Software, any third party software product or the performance or non-performance of that software; or

12.5.2 is based on breach of contract or warranty, negligence or other tort, strict liability or other theory of liability.

13. How will Electronic signatures be used?

13.1 All Transmissions Signed by or on behalf of a Contact using a Private Key and Digital Certificate issued by the Service to you will have the same legal effect, validity and enforceability as if such Transmission had been in Writing signed by or on behalf of the Contact, provided that:

13.1.1 the Digital Certificate is within its validity period; and

13.1.2 the recipient of the Transmission requests a validation of such Digital Certificate and the response received to such validation request is a Good Response.

13.2 You must not, and you must make sure that each Contact must not, challenge the legal effect, validity or enforceability of a Transmission on the basis that:

13.2.1 such Transmission is in electronic instead of in a written form;

13.2.2 you or any other Contact did not see, check or review the contents of the Transmission before or when Signing it;

13.2.3 the Transmission was Signed automatically or without direct human involvement (whether by a Hardware Security Module or otherwise);

13.2.4 the Transmission, or the Signing, transmission and processing of the Transmission, causes a breach by you of these Product Specific Conditions or of the terms of use of any relevant third party provider or third party trust scheme;

13.2.5 a Contact exceeded his authority to act on behalf of you or was not authorised at all in relation to the content of the Transmission; or

13.2.6 a Contact did not sign the Transmission or the Transmission was not Signed using the Digital Certificate.

14. Can we always act on Transmissions?

14.1 Digital Certificates can only be revoked in line with the procedure set out in the User Guides.

14.2 All Transmissions submitted using ASM will have the same legal effect, validity and enforceability as if such Transmissions had been on paper rather than in electronic form. This will be the case as long as each party wishing to rely on such Bacstel- IP Transmissions has followed the procedures relating to the use of ASM in the Service Requirements.

14.3 You must not challenge the legal effect, validity and enforceability of a Transmission (including, in relation to this clause 14.3, any transmission that is intended to be a Transmission) on the basis that:

14.3.1 such Transmission is in electronic rather than on paper; or

14.3.2 the Transmission involves you breaking these Product Specific Conditions.

15. When can the Service be suspended or withdrawn?

15.1 The General Conditions set out the circumstances when we are allowed to end the Service, but there are also some additional circumstances when we have the right to suspend the Service. We may suspend the Service:

15.1.1 immediately in any of the following circumstances:

(a) where, in our opinion, you have broken these Product Specific Conditions (including any breaking of the Service Requirements) or any other arrangement with us, or you have caused an unauthorised overdraft;

(b) you have given us notice under clause 6.7 above; or

(c) if you no longer have an Account with us.

15.2 We may suspend the Service provided to you or in relation to any particular Contact at any time if:

15.2.1 Bacs has suspended or withdrawn its authorisation for the Service or ASM to be used in connection with Bacstel-IP;

15.2.2 we consider it appropriate to do so in order to protect the security, integrity or reputation of Bacstel-IP; or

15.2.3 you have exceeded your Bacs limit.

15.3 If there is a suspension or termination of the Service in line with these Product Specific Conditions:

15.3.1 you must not (and must make sure that your employees, contractors and agents must not) Sign or submit any Transmissions using the Service or use the ASM or HSM. In the case of a suspension, this is unless and until the suspension is lifted by us telling you this in Writing; and

15.3.2 you must make sure that any hardware, software or documentation issued by us and Bacs is returned to us (or destroyed).

15.4 You may end your use of the Service at any time by following the procedures set out in the Bacstel-IP Service User Guide.

15.5 Where any Contact stops being authorised by you to use the Service, you must immediately arrange to remove that Contact from the Service and make sure that their Smart Card/Certificate is destroyed and cancelled.

15.6 Ending your use of the Service will mean that if we have acted on any instructions, we will try to cancel them at your request if it is reasonable and possible for us to do this.

16. Will communications be recorded?

The Sponsoring Bank (including its subcontractors) and/or Bacs may monitor and record communications with you, your agents, employees and contractors (including, but not limited to, Transmissions) for any reason connected with Bacstel-IP which the Sponsoring Bank (including its subcontractors) and/or Bacs consider appropriate.

17. Where will we send communications to about the Service?

We may contact the Authorised Signatory or Primary Security Contact. It will be the responsibility of these people to pass on any relevant information to Contacts or appropriate people that need to know the information that we have provided.

18. Where should you send communications to us about the Service?

18.1 You can contact us by calling the Bank of Scotland Bacstel-IP Helpdesk on **0345 266 0085** or any other number that we tell you can be used in connection with the Service.

18.2 We will update you in Writing of any changes to contact details and procedures.

19. How will we charge you for the Service?

19.1 We may charge you fees for the Service and/or Smart Cards monthly in arrears.

19.2 We may debit those fees and charges from your nominated current account or another one of your accounts if you fail to nominate one.

20. Notice of changes to the Service

The General Conditions set out how much notice we will give you to change the terms of the Service we provide. Where we are required by Bacs to change the Service immediately, we will not be able to give you this period of notice and instead will give you as much notice as we are allowed to by Bacs.

Tell us what you think of this communication.

We won't ask for any personal information in this survey.

Our service promise

Please let us know if you have a problem – we're here to help. See our complaints process on our 'Help & Support' page at **business.bankofscotland.co.uk/complaint**

Find out more

Speak to your relationship team

bankofscotland.co.uk/business

Please contact us if you would like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use Relay UK.
More information on the Relay UK service can be found at: relayuk.bt.com

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 169628.

Calls may be monitored or recorded should we need to check we have carried out your instructions correctly and to help improve our quality of service.

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