

COMMERCIAL BANKING

Core Banking Agreement



Telepay

Product & Services
Terms & Conditions



**BANK OF
SCOTLAND**

Contents

Important Information	1	8. Property, Copyright and Allied Rights	10
1. Definitions	3	9. Your obligation to keep Telepay Service information confidential	10
2. About these Product & Services Terms & Conditions	5	10. About our charges and your payments	11
3. Commencement	5	11. About our liabilities for loss, delay, etc	12
4. Operating hours for your Telepay Services	5	12. Termination of these Product & Services Terms & Conditions	13
5. Personal use only	6	13. Contact details and notices	13
6. Your transactions and instructions via Telepay Authentication Procedures	7	14. Other terms	14
7. Your Responsibilities for Security	9		

Core Banking Agreement
("The Agreement") contains
terms, conditions and
important information that
apply to certain of our
products and services.
Those products and services
can be identified as they
state in the header
Core Banking Agreement.

Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



Relationship Terms & Conditions

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



Product & Services Terms & Conditions

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



General Information On Payments, Charges & Contacts

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at bankofscotland.co.uk/corebankingagreement or request a copy from your relationship team.

the date on which these Product & Services Terms & Conditions are deemed to come into effect, as set out in the application form for these Product & Services Terms & Conditions and notwithstanding the date or dates of execution of the application form for these Product & Services Terms & Conditions.

1. **Commission**
means the percentage-based commission and/or the margin-based commission, as calculated in accordance with the Pricing Schedule.

Party; or

iii. was in the public domain at the time of receipt by the Receiving Party or subsequently entered into the public domain other than by reason of breach of the Agreement or breach of any obligation of confidence owed by the Receiving Party or its agents or subcontractors to the Disclosing Party; or

iv. is trivial or obvious,

v. and (for the avoidance of doubt) the iSITE Service and the iSITE Guide are **Confidential Information**.

o. **Consent to Rely**
means the optional consent to rely set out in the application form for these Product & Services Terms & Conditions.

p. **Control**
has the meaning given to it by section 840 of the Income and Corporation Taxes Act 1988.

q. **Control Account**
has the meaning given to it in clause 23.6.

r. **Designated Client Account**
means any account held by us in your name and which is designated as holding funds beneficially owned by one or more Clients who are named or otherwise identified in the title of that account.

Company
has the meaning given to it by section 1159 of the Companies Act 2006.

x. **Intellectual Property Rights**
means all patents, trade or service marks, registered designs, copyrights, design rights, database rights, rights to extract information from a database, know how or any other industrial or commercial property right whether future or presently existing and any application for the foregoing.

xi. **Internal Payment Instruction**
means an instruction to transfer money electronically from an Account held in an Account Group to another Account held in the same Account Group or in another Account Group.

► ACCOUNT

means any Undesignated Account, Designated Client Account or Client Own Name Account, or any other account type, as identified by us in writing from



SIGNATORY

These Product & Services Terms & Conditions set out the rights and obligations of you, the customer named in the Telepay Application Form, and Bank of Scotland plc, in connection with your Telepay Service. This is a legal document, so please read it carefully before you sign the Telepay Application Form.

1. Definitions

- 1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

Contacts

means the primary and secondary contacts as nominated and replaced by you from time to time, who are the main point of contact for you and for us and to whom passwords and other security devices or procedures are delivered from time to time.

Customer Verification Procedure

means our means of establishing the identity of a caller who is connected to your business. You should be aware that anyone who has access to your Telepay security details and your bank statements may be able to satisfy this procedure.

Payment Date

means the date you require the payment(s) specified within a **Telepay File** to reach the payees' banks.

Submission Date

means the date on which you submit your payment order contained in the **Telepay File** (whether by fax or telephone) to us.

Telepay Bacs Limit

means the authorised payment limit(s) agreed between you and your bank from time to time.

Telepay Equipment

means the Telepay User ID and passwords supplied to you to operate the **Telepay Service**, and any other equipment supplied by us from time to time for use in connection with **Telepay Service**.

Telepay Files

means the database and/or masterfiles described as such in the **User Documentation**.

Telepay Service/Services

means the services and options as set out in your Telepay Application form and the **User Documentation**.

Territory

means the countries of the European Union and the European Economic Area (both as at the date of **The Agreement**).

User Documentation

means the guidelines that we provide to you from time to time in connection with your operation of the **Telepay Service**, including guidance supplied in a user guide or by letter.



OPERATING HOURS

Except as otherwise stated in these Product & Services Terms & Conditions, if you choose to operate the Telepay Service by

telephone or by fax,

the usual operating hours for the Telepay Service will be on the dates and at the times you agree with us or any third party operator appointed by us from time to time to operate the Telepay Service.

2. About these Product & Services Terms & Conditions

- 2.1 We agree to provide you with our **Telepay Service** on the terms set out in these Product & Services Terms & Conditions.

3. Commencement

- 3.1 The **Telepay Service** will commence once you have completed the registration formalities and installation procedures that are referred to in the **User Documentation**.

4. Operating hours for your Telepay Services

- 4.1 Except as otherwise stated in these Product & Services Terms & Conditions, if you choose to operate the **Telepay Service** by telephone or by fax the usual operating hours for the **Telepay Service** will be on the dates and at the times you agree with us or any third party operator appointed by us from time to time to operate the **Telepay Service**.
- 4.2 We have the right to cancel or suspend the **Telepay Service** at any time if:
- 4.2.1 you do not have a bank account with us; or
 - 4.2.2 we have to carry out preventive or emergency maintenance work; or
 - 4.2.3 use of the **Telepay Service** exceeds any agreed or specified limits;
 - 4.2.4 you are in breach of your obligations under these Product & Services Terms & Conditions; or
 - 4.2.5 you have not used the **Telepay Service** for more than 13 months.
- 4.3 Other than in the circumstances set out in clause 4.2.1 or clause 4.2.5, if we do cancel or suspend use of the **Telepay Service** we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. If we cancel or suspend your use of the **Telepay Service** for the reason set out in clause 4.2.5, you will need to contact us to reactivate the **Telepay Service** before you are able to use the **Telepay Service** again.
- 4.4 If you wish to change the dates and times referred to in clause 4.1 or the Bacs Entry Day (as defined in the **User Documentation**) in order to take account of bank holidays, factory closure or similar circumstances, you may request such a change by giving at least one **Business Day's** prior written notice of such change to us in accordance with the **User Documentation**.

Whilst we will generally endeavour to comply with any change so notified to us we may not do so either because we are unable to do so or we consider it inappropriate to do so in our absolute discretion.

5. Personal use only

- 5.1 You must not transfer, subcontract, delegate or assign your rights under these Product & Services Terms & Conditions to use of the **Telepay Service** or the **Telepay Equipment** to any other company or person, or otherwise permit use of the **Telepay Service** or **Telepay Equipment** by any third party.
- 5.2 You must not use the software or the **Telepay Service** outside the **Territory**, unless you have obtained prior written consent from Bank of Scotland requests for use of the **Telepay Service** outside the **Territory** should be addressed to your relationship team in the first instance.

► Responsibilities

You must provide the payees' correct bank sort code and account number or, where relevant correct building society reference/roll number, for your payment instructions to be properly executed.



6. Your transactions and instructions via Telepay Authentication Procedures

- 6.1 Any data, information, instruction or message sent to us in connection with the **Telepay Service** must be sent in the manner specified in the **User Documentation**. Payment instructions submitted by you will be properly authorised by you by use of the correct Telepay User ID and password. Other than in respect of the submission of payment instructions, we may deal with individuals who contact us on your behalf in relation to the **Telepay Service** provided that they pass the **Customer Verification Procedure**.

Whether you operate the **Telepay Service** via fax or telephone, you must specify a **Payment Date** which is no less than two **Business Days** after the **Submission Date**.

Receipt by us of any instruction or message issued or purporting to be issued by you in accordance with the relevant authorisation procedure will constitute full and unconditional authority to us to carry out or act upon that instruction, message or notice. Once a payment instruction has been authorised by you, you can withdraw your authorisation at any time up to the relevant cut-off time for submission of instructions set out in clause 6.8. After that time you may be able to recall a payment at any time up to 3pm on the day before the payment is due to be debited from your account and credited to the payee's bank (see the **User Documentation** for more information).

Responsibilities for Input Data

- 6.2 If, through no fault of ours, any information or input data fails to reach the **Telepay Files**, the **Telepay Service** will be limited to the information that has been received and input into the **Telepay Files** by us or our third party operator (as appropriate).
- 6.3 You provide data, information, instructions and messages (including input to the **Telepay Files**) at your own risk. You will ensure that all data transmitted to us for or in connection with the **Telepay Service** is correct and complete. You must let us know immediately about any errors, discrepancies or omissions in accordance with the **User Documentation**.
- 6.4 You must provide the payees' correct bank sort code and account number or, where relevant correct building society reference/roll number, for your payment instructions to be properly executed. If you fail to provide the correct details we will not be liable should a transaction not be properly executed although we will use all reasonable efforts to recover your payment.

- 6.5 If you operate the **Telepay Service** via telephone or fax, all input to **Telepay Files** must be made during the **Telepay Service** operating hours agreed pursuant to clause 4.1. If there is no payment input to the **Telepay Files** for any such agreed date you must input to the **Telepay Service** a nil return or so notify the **Telepay Helpdesk** as defined in and in accordance with the **User Documentation**.

- 6.6 Your **Telepay Bacs Limit** will be as agreed between you and us.

Acting on instructions to make payments from your account(s)

- 6.7 Where we receive a payment instruction from you for execution on a specific date, being the **Payment Date**, you agree that the time of receipt is deemed to be the specific date on which we are to execute the payment instruction.

Once we are deemed to have received an instruction through the **Telepay Service** involving the transfer of a sum of money we will put it into effect.

- 6.8 Provided we receive your payment instruction before the relevant cut-off time on a **Business Day** we will submit your instruction to **Bacs** on the day we receive it. Instructions received after the cut-off time or on a day that is not a **Business Day** will be submitted the next **Business Day**. The cut-off times are 3.30pm for fax submissions and 4.30pm for instructions submitted by telephone .

- 6.9 Transactions are executed in £ sterling.

- 6.10 We:

6.10.1 may debit the sum specified in your instruction from the account identified in your instruction or at our discretion any other account in your name: this applies whether the account identified is in credit or already overdrawn or becomes overdrawn as a result of the transfer. (But please also see clause 6.11);

6.10.2 may in our absolute discretion make any payment in respect of the **Telepay Service** even if this causes the **Telepay Bacs Limit** to be exceeded.

- 6.11 Notwithstanding clauses 2 and 6.10 above, we will be under no obligation whatsoever to make a payment in accordance with an instruction received through the **Telepay Service** unless:
- 6.11.1 there are already sufficient cleared funds in the account in question; or
 - 6.11.2 you have already been authorised by us to overdraw enough money on the account in question to make the payment; and
 - 6.11.3 the **Telepay Bacs Limit** is not exceeded and has not been withdrawn or cancelled; and
 - 6.11.4 the instruction we receive from you is clear, irrevocable and unconditional.
- 6.12 Notwithstanding clause 6.11, we may refuse to make a particular payment if we (or the system we use) reasonably suspect that the payment is unauthorised or fraudulent. If we do refuse to act on a payment instruction we will, where it is reasonable or we are required to do so, notify you or make available to you the reason why the payment was refused as soon as possible and in any event by the end of the **Business Day** following the **Payment Date**. Subject to any legal or regulatory requirements which may apply, we will tell you why we refused to act on your instructions and stopped the payment. If this has been due to your giving incorrect information we will tell you how to put this right. We will notify you or make this information available to you in the manner that we reasonably believe is most appropriate.

- 6.13 If we act on any instruction received in connection with the **Telepay Service** to provide you with a banking service for which we would usually require you to fill in an application form or some other written authority, by giving this instruction, you will be deemed to have read and signed our application form or authority for such transaction.

- 6.14 If you give an instruction via the **Telepay Service** for the purpose of making a payment from a particular account, the standard terms of us for that account will apply to the transaction (at least to the extent that those standard terms are consistent with the use of the **Telepay Service**).

For example, when you use the **Telepay Service** to instruct us to transfer money from an interest bearing account without giving the appropriate withdrawal notice, the terms of that account covering the loss of interest will apply.

- 6.15 All information and data provided to you or your agent by us, **Bacs**, or by any third party operator we may appoint must be checked by you immediately on receipt. If any such information or data is incorrect or omits anything it should include you should follow the relevant instructions in the **User Documentation** for such eventuality.

Information on payments from your account

- 6.16 Transactions made under the **Telepay Service** will be shown on the statements we provide or make available for your account. There will be one debit shown on your statement for each submission. We will also send you submission reports as set out in the **User Documentation**.

In addition to checking statements you should notify us as soon as possible by contacting the Telepay Helpdesk if you become aware of a transaction which has not been authorised by you.



All information and data provided to you or your agent by us, Bacs, or by any third party operator we may appoint must be checked by you immediately on receipt.

7. Your Responsibilities for Security

7.1 As a **Telepay Service** customer, you must:

- 7.1.1 set up and maintain adequate measures to safeguard the **Telepay Equipment** and **Telepay Service** (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by, anyone who is not authorised to do so; and
- 7.1.2 (and must procure that **Contacts** and employees and/or agents using the **Telepay Service**) comply with the provisions of these Product & Services Terms & Conditions and all applicable procedures and instructions issued by us whether in the **User Documentation** or otherwise;
- 7.1.3 keep the **Telepay Equipment** under your own effective control and within the **Territory**;
- 7.1.4 not part with possession of the **Telepay Equipment**;
- 7.1.5 inform us immediately by calling the Telepay Helpdesk or such other telephone number that we provide to you, if you become aware of the theft, loss or misuse of the Telepay User ID or passwords or the unauthorised use, by anyone, of part or all of the **Telepay Service**;
- 7.1.6 inform us immediately by calling the Telepay Helpdesk if you become aware of any claims by a third party in connection with your use of the **Telepay Service** or your possession of the **Telepay Equipment**; and
- 7.1.7 keep the **Telepay Equipment**, including the Telepay User ID and passwords strictly confidential;

7.2 You must ensure that:

- 7.2.1 a primary and secondary Contact are nominated by you at all times;
- 7.2.2 the **Contacts** distribute the **Telepay Equipment**, including the Telepay User ID and passwords, to those employees and/or agents of yours who are directly involved in using the **Telepay Service** and need to have the same to carry out their duties;
- 7.2.3 **Contacts** acknowledge receipt of and control passwords; and
- 7.2.4 the **Contacts** are aware of and comply with any responsibilities on their part contained or referred to in these Product & Services Terms & Conditions or the **User Documentation**.

7.3 As the provider of the **Telepay Service**, we are entitled:

- 7.3.1 to make technical and other modifications to the **Telepay Service** from time to time; and
- 7.3.2 to modify or substitute the **Telepay Equipment**, after giving you notice in accordance with the section titled Changes to the terms and conditions in the Relationship Terms & Conditions unless we need to make any such modifications more quickly for legal or regulatory reasons or for reasons of security.

7.4 When we have given you reasonable advance notice, you must allow us, our agents, contractors or suppliers access to your premises in order to:

- 7.4.1 inspect, examine, modify, substitute or maintain the **Telepay Service** and **Telepay Equipment**.

7.5 If we exercise our right to modify the **Telepay Service** at any time, we will not be responsible for any of your resulting costs or expenses.

7.6 You must not modify any of **Telepay Equipment** without our prior written agreement.

8. Property, Copyright and Allied Rights

- 8.1 The **Telepay Equipment** will remain our property at all times. You will not under any circumstances obtain any property rights in them.
- 8.2 The copyright and all other related intellectual property rights in the **Telepay Service, Telepay Equipment, User Documentation** and all information, techniques, data and designs whatsoever relating to them:
 - 8.2.1 are and will remain our property (or, if applicable, our suppliers' property); and
 - 8.2.2 you, as customer, will not in any circumstances obtain any rights in our property or, if applicable that of our suppliers.
- 8.3 You must not copy the **User Documentation** or any of the information, techniques, data or designs relating to the **Telepay Service**.
- 8.4 The **Telepay Files** will be and will remain your property, and it is your responsibility to effect any relevant registration that is required under the Data Protection Act 1998 or by any subsequent re-enactment or amendment to that Act.

9. Your obligation to keep Telepay Service information confidential

- 9.1 You must keep the **Telepay Service, the Telepay Equipment** and all information, techniques, data and designs relating to the **Telepay Service** completely confidential. You must not disclose any of such information to any third party, except:
 - 9.1.1 to those of your employees and/or agents who:
 - a. are directly involved in using the **Telepay Service**, and
 - b. need to know in order to carry out their duties, and
 - c. are aware of, and comply with, these conditions in all respects; or
 - 9.1.2 to the extent that the information is already in the public domain, through no fault of yours; or
 - 9.1.3 if and to the extent that you are compelled to do so by law; or
 - 9.1.4 if and to the extent that you are required to disclose the information to your bank to query any transaction effected by the **Telepay Service**.
- 9.2 Your obligations in connection with these confidentiality conditions will continue indefinitely: they will not end with the expiry or termination of these Product & Services Terms & Conditions.

10. About our charges and your payments

10.1 You agree to pay to us:

- 10.1.1 the charges set out within General Information On Payments, Charges & Contacts or as otherwise agreed with you at the start of these Product & Services Terms & Conditions or any revised charges introduced by us from time to time as allowed under the Relationship Terms & Conditions/the General Information On Payments, Charges & Contacts; and
- 10.1.2 any extra charges for using additional **Telepay Services**: these extra charges will start on the date referred to in the **User Documentation**. You should note that if you use the **Telepay Service** via telephone or fax, additional charges will apply if input to the **Telepay Service** is not received by us at the times agreed with you pursuant to clause 4.1 or where payments are made by us in accordance with your instructions and such payments cause your **Telepay Bacs Limit** to be exceeded.

These additional charges are set out in the **User Documentation**, or as otherwise advised to you by your relationship team.

- 10.2 You authorise us to debit the charges referred to in clause 10.1, in accordance with the charging arrangements agreed between us. Charges will be taken from the account identified on the application form or any other account nominated by you, whether in credit or overdrawn or becoming overdrawn as a result of such debit.
- 10.3 While these Product & Services Terms & Conditions lasts, you cannot cancel your authority to us (in clause 10.2) to debit our charges to your account.

10.4 Our charges for the **Telepay Service** do not include:

- 10.4.1 VAT, or
 - 10.4.2 any other taxes or duties payable in connection with the supply and use of the **Telepay Service** (except those that are attributable to our profits). You will be responsible for paying any of these taxes and duties at the rate and in the way laid down by law.
- 10.5 To avoid any doubt, please note that the word 'charges' as used in these Product & Services Terms & Conditions only applies to our charges for providing your **Telepay Services** which you receive. It does not apply to any charges for particular banking or other services with which you are provided in response to your requests for payment in connection with the **Telepay Service** which will be subject to the terms and charges set out in your bank's standard agreements for those particular services.



CONFIDENTIAL

You must keep the Telepay Service, the Telepay Equipment and all information, techniques, data and designs relating to the Telepay Service completely confidential.

11. About our liabilities for loss, delay, etc

11.1 We will not be liable for any loss, damage, injury, interruption, delay or non-performance arising from or caused by the following:

- 11.1.1 any failure or malfunction of any equipment used by you or your agents or subcontractors in connection with the **Telepay Service**;
- 11.1.2 use of the **Telepay Service** or **Telepay Equipment**;
 - a. in a way or for a purpose not recommended, authorised or intended by us; or
 - b. in contravention of any law or regulation;
- 11.1.3 fraud, wilful damage, negligence or breach of duty by:
 - a. any independent contractor employed by us to carry out a service on our behalf, or
 - b. any third party operator appointed by us.

This term applies (but is not limited) to the delivery and maintenance of the **Telepay Equipment** and the failure of any third party to pass on information supplied by us or your bank.

11.2 We will not be liable to you:

- 11.2.1 for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor
- 11.2.2 for any loss or profits, loss of business, loss of goodwill or any form of special damages; nor
- 11.2.3 for any losses associated directly or indirectly with our failing to make payment because you have not provided us with the required or correct details.

11.3 We shall not be bound by any representation or warranty given by an employee or agent in connection with the **Telepay Service** unless it has been confirmed in writing by someone who is authorised to make such representation or warranty on our behalf.

11.4 You agree that clauses 11.1 to 11.3 shall also apply to limit the responsibility and liability of any third party operator used by us to provide the **Telepay Service** as if references to "we" included references to such third party operator.

11.5 You hereby agree to indemnify us against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by us (including, without prejudice to that general statement foregoing, any sums which we may be obliged to pay to any third party operator) by reason directly or indirectly of you or your employees, agents or representatives' negligence or failure to act in accordance with the **User Documentation**, or these terms and conditions.

11.6 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled Refunds for incorrectly executed payment instructions, Refunds for incorrect payment amounts/sums and Refunds for unauthorised transactions in the Relationship Terms & Conditions. Any limitation on your liability under the section titled Your responsibility for unauthorised transactions in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.



12. Termination of these Product & Services Terms & Conditions

12.1 As soon as these Product & Services Terms & Conditions terminates (for whatever reason), you must make arrangements that are satisfactory to us for:

12.1.1 the return to us of all documentation provided by us in order to enable you to use the **Telepay Service**, any passwords and where relevant any other **Telepay Equipment** including any authentication keys and devices, digital signatures and all information and data relating to the **Telepay Services** including the **User Documentation**.

12.2 If you fail to make these arrangements to our satisfaction within seven days of the termination date, we, our agents, contractors or suppliers will be entitled to enter any of your premises without notice in order to remove the items specified in clause 12.1.

12.3 If these Product & Services Terms & Conditions ends (for whatever reason), this will not affect:

12.3.1 the rights and liabilities of either party under these Product & Services Terms & Conditions up to the termination date, or

12.3.2 any term of these Product & Services Terms & Conditions that is intended to apply after termination.

13. Contact details and notices

13.1 You can contact us:



by telephone on
0345 070 6227



by post at
Bank of Scotland plc,
Telepay Registration,
PO Box 304,
Rotherham S66 6AD



or by such other contact
methods as we may from time
to time advise you.

13.2 Until you notify us otherwise, your address for any notice from us will be the one you have given on your Telepay Application form.

13.3 For questions regarding the **Telepay Service** please use the contact details above. If you have any other queries please contact your relationship team.

13.4 Further contact details are set out within General Information On Payments, Charges & Contacts.

14. Other terms

- 14.1 We will take reasonable precautions to ensure that information related to your business or affairs which become known to us is maintained in confidence and not disclosed to third parties except that nothing herein shall prevent us from disclosing any such information to third parties including our subcontractors, agents or other members of the **Lloyds Banking Group** where we reasonably consider such disclosure to be necessary in pursuance of the supply of the **Telepay Service** or to comply with any duty or obligation imposed by law or the order of a court of competent jurisdiction.
- 14.2 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 14.3 These Product & Services Terms & Conditions apply to the **Telepay Service**. Subject to clause 14.4 and clause 14.5, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products, (either electronic, automated or other) the provisions of any such separate agreements will apply to those products and services.
- 14.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Telepay Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 14.5 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

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- Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).

